



EXECUTIVE COMMITTEE AGENDA
Room 700, Law and Justice Center

October 14, 2003

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – September 9, 2003
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee - Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:
None
 - APPOINTMENTS:
McLean County Regional Planning Commission
Mr. Scott Lay
3012 Providence Drive
Bloomington, IL 61704
Appointed to the remainder of Three Year
Term that expires on December 31, 2004
 - RESIGNATIONS:
McLean County Regional Planning Commission
Mr. Richard Percy
13 Worthington
Bloomington, IL 61701

b)	Introduction and Presentation by Candidates who are seeking Appointment to Board District #9 Seat	
1)	James C. "Chris" Kalapp	1-2
c)	Request Approval to Declare the Easter Seal-UPC Official Christmas Ornament for the City of Bloomington, Town of Normal, and McLean County, Illinois	3-4
2)	<u>Items to be Presented for Information:</u>	
a)	Information Services – Monthly Status Report	5
b)	General Report	
c)	Other	
B.	Transportation Committee - Chairman Bass	
1)	<u>Items to be Presented to the Board:</u>	
a)	Audit Report to be Filed with the County Board	
1)	#50 – Motor Fuel Tax – County Road Districts – January 1, 2002 – December 31, 2002	
2)	#50 – Township Bridge Program – County Road District – January 1, 2002- December 31, 2002	
3)	#69 – Motor Fuel Tax – County Projects – January 1, 2002 – December 31, 2002	
b)	K & R Gravel Pit Road Use Agreement	
c)	Results from Sale of Surplus Vehicles From October 2, 2003 Bids	
d)	Letting results from October 7, 2003 for County Project	
e)	General Report	
f)	Other	
C.	Finance Committee – Chairman Sorensen	
1)	<u>Items to be Presented for Action:</u>	
a)	Request Approval of Proposed Amendments to the McLean County Revised Code, Chapter 26, Food Service – Health Department	6-9
b)	Request Approval of Proposed Amendments to the McLean County Revised Code, Chapter 28, Health and Sanitation – Health Department	10-12
c)	Request Approval of Amendment to the Intergovernmental Agreement between the Illinois Department of Public Aid and McLean County – Nursing Home	13-17

- d) Request Approval of proposed Property Tax Settlement offered by AMF Bowling Centers, Inc. – Chapter 11 Bankruptcy – State’s Attorney’s Office 18-19
- e) Request Approval of Proposed Inter-governmental Settlement Agreements in Township Litigation – State’s Attorney’s Office 20-66
- 2) Items to be Presented to the Board:
 - a) Request Approval of Amendment to the McLean County Purchasing and Contracting Ordinance 67-80
 - b) Request Approval of a Resolution regarding a Public Hearing – Proposed Amended Lease Agreement with the Public Building Commission - Government Center
 - b) Request Approval of State’s Attorney’s Request to offer Assistant State’s Attorney III a salary at Step 56 – Department of Children and Family Services Contract
 - c) Request Approval to offer Starting Salary above the Maximum permitted under County Board Personnel Ordinance – Public Defender’s Office
 - d) Request Approval to authorize Legal Counsel To offer \$15,000.00 to settle case of Pearl vs. O’Neal – Risk Management
 - e) General Report
 - f) Other

D. Justice Committee – Chairman Renner

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of Interagency Agreement with the Illinois Criminal Justice Information Authority for the Implementation of Services to Victims of Child Abuse Program 81-98
 - b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance Metro McLean County Centralized Communications Center Fund 0452, MetCom Department 0030 99-100
 - c) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance General Fund 0001, ESDA Department 0047 101-102

- 2) Items to be Presented to the Board:
 - a) Request Approval to Purchase a Replacement Microfilm Reader Printer – Circuit Clerk's Office
 - b) General Report
 - c) Other

E. Land Use and Development – Chairman Gordon

- 1) Items to be Presented to the Board:
 - a) Request Approval for waiver of Preliminary Plan Requirements by David and Lynda Hruska for a two lot subdivision plat for the Hruska Subdivision, File No. S-03-10
 - b) Request Approval for a Preliminary Plan for the Franklin Heights Subdivision By Dr. Frank Koe, File No. S-03-02
 - c) Request Approval to direct the Department of Building and Zoning to prepare an Ordinance Amending fees as indicated in the Fiscal Year 2004 Recommended Budget
 - d) General Report
 - e) Other

F. Property Committee – Chairman Bostic

- 1) Items to be Presented to the Board:
 - a) Request Approval of a Preliminary Parking Lot Layout for Health Department Parking Lot and West side of the Law and Justice Center
 - b) Request for Approval of Revised Tenant Lease Agreements for:
 - 1) Regional Office of Education for McLean, DeWitt and Livingston Counties – (Fairview Building)
 - 2) G.E.D. Adult Education Literacy Program – (Fairview Building)
 - 3) YWCA of McLean County – (Fairview Building)
 - 4) Bloomington Board of Election Commissioners (McLean County Health Department)
 - 5) Children's Advocacy Center – (McLean County Health Department)
 - 6) McLean County State's Attorney – (McLean County Health Department)

2) Items to be presented for Information:

- a) General Report
- b) Other

G. Report of the County Administrator

1) Items to be Presented for Action:

- a) Review of Fiscal Year 2004 Recommended Budget:

- 1) County Administrator's Office 103-105
- 2) Information Services Department 106-109

2) Items to be Presented for Information:

- a) General Report
- b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

James C. "Chris" Kalapp

405 S. Clayton Street
Bloomington, IL 61701
(309) 821-0131

September 4, 2003

Mr. John Zeunik, County Administrator
McLean County Board
104 W. Front Street
Bloomington, IL 61701

HAND-DELIVERED

RE: McLean County Board
District 9

Dear Mr. Zeunik:

I would like to make known to you my interest in the position of McLean County Board, District 9, formerly held by Adam Kinzinger.

I have expressed my interest in the position to McLean County Board Members, Mike Sweeney, Chairman, and to Matt Sorensen, Vice-Chairman. Also, Adam Kinzinger and I have met at various times to discuss the future of District 9.

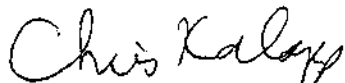
To give you a brief description of my family, my wife, Faye, and I were born and raised in Florida, were married in 1986 and moved to Illinois in 1999. We have a beautiful daughter who has just entered kindergarten.

For an overview of my professional, civic and political experience please see my attached résumé.

If you should have any questions, please do not hesitate to contact me during office hours at: (309) 735-1872; or in the evenings or weekends at: (309) 821-0131.

Thank you for your consideration.

Sincerely,



James C. "Chris" Kalapp

Attachment (1)

James C. "Chris" Kalapp

405 South Clayton Street
Bloomington, Illinois 61701
(309) 821-0131
cfkalapp@verizon.net

Objective

To serve as a McLean County Board Member, representing District 9, wherein I am a resident. I feel my level of experience and willingness to work hard can be an asset to my community and to the Board.

Military Service

1978 – 1984

United States Navy

- USS Scamp (SSN-588)
 - Submarine Service qualified (Nuclear)
 - Sea Service Ribbon
- USS Albuquerque (SSN-706)
 - Navy-Marine Corp Medal of Heroism
 - Submarine Service qualified (Nuclear)
 - Good Service Medal
 - Honorable Discharge

Education

1990

BSBA, Finance, University of Central Florida

Professional

1991 – current

State Farm Insurance Companies

- 2002 – current State Farm Bank – Senior Information Specialist
- 1999 – 2002 Home - Systems – Financial Business Analyst
- 1994 – 1999 Florida Region - Special Investigative Unit
- 1991 – 1994 Florida Region - Claim Representative

Political

2000 – current

Precinct Committeeman, City of Bloomington, Precinct 23

Assisted in the following campaigns and events:

- 2000, 2002 Tim Johnson, US Representative, IL-15th
- 2000, 2002 Dan Brady, State Representative, District 88
- 2002 Bill Brady, State Senator, District 44
- 2001, 2003 McLean County Fair – GOP Booth
- 2003 Lincoln-Reagan Day Dinner

1984

Assisted in the campaign of Dave Weldon, US Representative, FL-15th

Civic

2001 – current

Vice-President Dimmitt's Grove Neighborhood Association
Bloomington, IL

2003

Planning/Logistics FireFall at the Fairgrounds, First Assembly of God
Secretary Sheridan Woods Neighborhood Association, West
Melbourne, FL

1997 – 1998

1992 – 1994

Scoutmaster Boy Scouts of America, Troop 450, Ft. Pierce, FL



Easter Seals-UCP

A friend of the family

October 3, 2003

Michael Sweeney
Chairman, McLean County Board
McLean County Administrative Office
104 W. Front
Bloomington, IL 61701

Dear Mr. Sweeney:

I am writing to you on behalf of Easter Seals-UCP in McLean County. We are excited to once again offer to our community a very unique collectible Christmas ornament representing Bloomington, Normal and McLean County.

We are very grateful to you for your past support over the past twelve years via proclamations declaring the Easter Seal-UCP Christmas Ornament the "Official Christmas Ornament of Bloomington-Normal and McLean County." Enclosed you will find a copy of year's past proclamations. We are once again asking for support in this way.

This year we will be featuring the Lincoln Bench located in downtown Bloomington, as we believe it is a wonderful representation of the spirit and heritage of our community.

We greatly appreciate your continued support and look forward to your response to this request. My contact information is found on this letterhead under the Bloomington Center.

Sincerely,

Kristin Anderson
Director of Development, McLean County

Enclosure

Steven R. Thompson
President & CEO

www.easterseals-ucp.org

Peoria Center
507 East Armstrong Ave.
Peoria, Illinois 61603
309.686.1177 phone
309.686.7722 fax

Bloomington Center
303 N. Hershey Road, Suite 2B
Bloomington, Illinois 61704
309.663.8275 phone
309.662.7872 fax

**Timber Pointe
Outdoor Center**
20 Timber Pointe Lane
Hudson, Illinois 61748
309.365.8021 phone
309.365.8934 fax



PROCLAMATION
Declaring the Official Christmas Ornament
For the City of Bloomington, Town of Normal
and McLean County, Illinois

WHEREAS, Easter Seals-UCP is offering a Christmas ornament for 2003, its fourteenth year, which features the Lincoln Bench; and

WHEREAS, each ornament comes with a numbered limited edition Certificate highlighting the history of the Lincoln Bench and Abraham Lincoln in Bloomington; and

WHEREAS, all of the proceeds from the sale of the said ornament will benefit the programs and services of Easter Seals-UCP in McLean County, including pediatric therapy services as well as programs at Timber Pointe Outdoor Center located at Lake Bloomington; and

WHEREAS, the Easter Seals ornament represents our hope that each and every person who is working to overcome a disability will be given the opportunity to lead an independent and productive life,

NOW, THEREFORE, We, Judy Markowitz, as Mayor of the City of Bloomington, Chris Koos, as Mayor of the Town of Normal and Michael Sweeney, as Chairman of the McLean County Board, do hereby proclaim the ornament to be the official City of Bloomington, Town of Normal and County of McLean Christmas Ornament for 2003 and urge our citizens to support the programs and services of Easter Seals-UCP by purchasing one of these limited edition ornaments.

AND FURTHER, we urge community awareness of the efforts of Easter Seals-UCP on this ? day of ? 2003.

Judy Markowitz
Mayor - Bloomington

Chris Koos
Mayor - Normal

Michael Sweeney
Chairman - McLean County Board

Tracey Covert
City Clerk - Bloomington

Wendy Briggs
City Clerk - Normal

Peggy Ann Milton
County Clerk-McLean



Information Services Status Report October 14, 2003

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues addressed by Information Services since my last report in September.

General Administration:

Working on coordination of new contract with Northrop Grumman
Finished relocation of Circuit Court back to their respective offices
Investigating telephonic auto-attendant options
Working on Voyager project (wireless LEADS)
Investigating Industrial Speed Printing capability
Issued Property Tax Cycle Request For Proposal

Hardware/Network

Re-initiated Windows 2000 project
Handled multiple Microsoft Security patch releases
Prepared and installed of new computers

Programming/Database/Web

Evaluating Cardiff software and forms (automated forms scanning)
Released Public Access to Circuit Clerk records on our website

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Services

AMENDING CHAPTER 26 OF THE MCLEAN COUNTY CODE
FOOD SERVICE

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of food service establishments, retail food stores, and bed and breakfast establishments for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on September 3, 2003, that permit fees be increased, and clarifications be made to the ordinance, and

WHEREAS, the Finance Committee at their _____ 2003, meeting has concurred with such recommendation, now, therefore,

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 26 be and hereby is amended to read as follows:

Food Service Establishments Section

26.08 PERMIT

It shall be unlawful for any person to operate a food-service establishment within the County of McLean, or its police jurisdiction, who does not possess a valid permit which shall be issued annually to him by the Board of Health. Only a person who complies with the requirements of this Ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferable from one person and place to another person and place or from one mobile unit to another mobile unit. A valid permit shall be framed and posted in conspicuous view of the public in every food-service establishment.

26.08-6 Food Service Establishment Permit Fees. The annual fees for these food permits shall be:

CLASS A Permit	-	\$357.00	\$368.00
CLASS B Permit	-	\$269.00	\$277.00
CLASS C Permit	-	\$180.00	\$185.00
CLASS D Permit	-	Reserved for future use	
CLASS E Permit	-	Reserved for future use	
CLASS F Permit	-	No Fee	

26.08-7 Fees for first permits. The fee for the first permit issued to an owner, for each food service establishment owned or operated, shall be increased by 40% of the annual fee for that establishment. If a business changes location, the owner shall be required to pay the 40% surcharge for the first permit at the new location.

26.14 EQUIPMENT STANDARDS

All new and replacement equipment shall meet or be equivalent to applicable National Sanitation Foundation (NSF) commercial standards or, ~~in the absence of applicable NSF standards, be approved by the department.~~ equivalent commercial food equipment standards of another recognized testing agency that tests to NSF commercial food equipment standards. If NSF commercial food equipment standards do not exist for a piece of equipment, the equipment must be inspected and approved by this department before being placed into service.

All new or replacement three compartment sinks shall have two integral drain boards as original equipment from the manufacturer.

All new or replacement ice bins, where ice is used for both cooling beverage products and stored for human consumption, shall have an integral cold plate as original equipment from the manufacturer.

Retail Food Stores Section

26.26 PERMIT

It shall be unlawful for any person to operate a retail food store within the County of McLean, or its police jurisdiction, who does not possess a valid permit which shall be issued annually to him by the Board of Health. Only a person who complies with the requirements of this Ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferable from one person and place to another person and place or from one mobile unit to another mobile unit. A valid permit shall be framed and posted in conspicuous view of the public in every food-service establishment.

26.26-6 Retail Food Store Permit Fees. The annual fees for these food permits shall be:

CLASS A Permit	-	\$357.00	\$368.00
CLASS B Permit	-	\$269.00	\$277.00
CLASS C Permit	-	\$180.00	\$185.00
CLASS D Permit	-	\$180.00	\$185.00
CLASS E Permit	-	\$ 88.00	\$ 91.00
CLASS F Permit	-	No Fee	

26.26-7 First permit fee. The fee for the first permit issued to an owner, for each retail food store owned or operated, shall be increased by 40% of the annual fee for that establishment. If a business changes location, the owner shall be required to pay the 40% surcharge for the first permit at the new location.

26.34 EQUIPMENT STANDARDS

All new and replacement equipment shall meet or be equivalent to applicable National Sanitation Foundation (NSF) commercial standards or, ~~in the absence of applicable NSF standards, be approved by the department.~~ equivalent commercial food equipment standards of another recognized testing agency that tests to NSF commercial food equipment standards. If NSF commercial food equipment standards do not exist for a piece of equipment, the equipment must be inspected and approved by this department before being placed into service.

All new or replacement three compartment sinks shall have two integral drain boards as original equipment from the manufacturer.

Bed and Breakfast Establishments Section

26.58-1 Bed and Breakfast Permit Fees. The annual fees for these permits shall be:

CLASS H Permit	-	\$269.00	<i>\$277.00</i>
CLASS I Permit	-	\$180.00	<i>\$185.00</i>

26.08-7. Fees for first permits. The fee for the first permit issued to an owner, for each bed and breakfast establishment owned or operated, shall be increased by 40% of the annual fee for that establishment. If a bed and breakfast establishment changes location, the owner shall be required to pay the 40% surcharge for the first permit at the new location.

Temporary Food Establishments Section

26.85 PERMIT

It shall be unlawful for any person to operate a temporary food establishment within the County of McLean, or its police jurisdiction, who does not possess a valid permit issued by the Board of health. Only a person who complies with the requirements of this Ordinance shall be entitled to receive and retain such a permit. Permits shall not be transferable from one person or establishment to another person or establishment or from one mobile unit to another. A valid permit shall be framed and posted in conspicuous view of the public in every temporary food establishment or the establishment cannot open.

26.91 EQUIPMENT STANDARDS

All new and replacement equipment shall meet or be equivalent to applicable National Sanitation Foundation (NSF) commercial standards ~~or, in the absence of applicable NSF standards, be approved by the department.~~ equivalent commercial food equipment standards of another recognized testing agency that tests to NSF commercial food equipment standards. If NSF commercial food equipment standards do not exist for a piece of equipment, the equipment must be inspected and approved by this department before being placed into service. In addition, adequate cold holding equipment must be provided to maintain potentially hazardous cold foods at 41°F or below. Mechanical refrigeration must be provided for temporary food events lasting 2 days or longer. Mechanical refrigeration is strongly recommended for al temporary food events.

All new or replacement three compartment sinks shall have two integral drain boards as original equipment from the manufacturer.

This amendment shall become effective and in full force on January 1, 2004. Adopted by the County Board of McLean County, Illinois, this _____ 2003.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the McLean County
Board of McLean County

AMENDING CHAPTER 28 OF THE MCLEAN COUNTY CODE
HEALTH AND SANITATION

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of sewage for the promotion and protection of health and the control of disease; and

WHEREAS, the McLean County Board of Health has recommended on September 3, 2003, that permit and license fees be increased, and clarifications be made to the Ordinance, and

WHEREAS, the Finance Committee at their _____, 2003 meeting has concurred with such recommendations, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 28 is and hereby is amended to read as follows:

28.53 GRAVEL-LESS CHAMBER TYPE SEEPAGE FIELD REQUIREMENTS

When gravel-less chamber type systems are installed an inspection port shall be installed on each trench lateral to allow inspections to be made to determine the operating condition of the system. The inspection port shall be located approximately in the middle of each lateral. A solid concrete pad or block shall be placed beneath each inspection port to ensure a solid trench bottom surface so an accurate effluent depth can be determined during the inspection process. The top surface of the pads or blocks shall be level with the trench bottom.

28.57 Permit Fees. The annual fees for these private sewage disposal system permits shall be:

(A) Septic tank or Imhoff tank	\$68.00	<u>\$70.00</u>
(B) Aerobic treatment plant	\$68.00	<u>\$70.00</u>
(C) 1. Subsurface seepage field	\$100.00	<u>\$103.00</u>
2. Seepage bed	\$100.00	<u>\$103.00</u>
3. Sand filter (buried or recirculating)	\$100.00	<u>\$103.00</u>
4. Waste stabilization pond	\$100.00	<u>\$103.00</u>
5. 8" or 10" gravel-less seepage field	\$100.00	<u>\$103.00</u>
6. Chamber systems	\$100.00	<u>\$103.00</u>
(D) Treatment unit(s) and waste stabilization pond	\$133.00	<u>\$137.00</u>
(E) Privies, chemical toilet, recirculating toilet, incinerator toilet, compost toilet	\$133.00	<u>\$137.00</u>
(F) Private sewage mound (77 Ill. Adm Code 906)	\$133.00	<u>\$137.00</u>

(G) Holding tank(s)	\$133.00	<u>\$137.00</u>
(H) Dump station	\$133.00	<u>\$137.00</u>
(I) Any other system for which a variance in accordance with Section 28.60 of this Ordinance, has been issued.	\$133.00	<u>\$137.00</u>

28.57-1 License Fees The non-refundable fees for the following licenses are:

(A) Installer license	\$190.00	<u>\$196.00</u>
(B) Pumper license	\$190.00	<u>\$196.00</u>

This amendment shall become effective and in full force on January 1, 2004. Adopted by the County Board of McLean County, Illinois, this ____ day of November 2003.

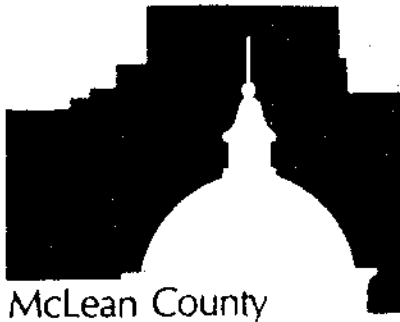
APPROVED:

Michael Sweeney, Chairman of the
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the McLean
Board of McLean County

0601-2003 - 2004



Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309)888-5450

TO: Finance Committee

FROM: John M. Hirsch

DATE: September 8, 2003

RE: Proposed amendments to McLean County Revised Code, Chapter 26, Food Service, and Chapter 28, Health and Sanitation.

Attached are the proposed amendments to the above referenced County Code chapters regarding the regulation of food service establishments and private sewage disposal systems. The proposed changes consist of the following:

1. A 3% increase for all food permit fees included in Chapter 26 of the McLean County Revised Code with the exception of the Temporary Food Ordinance permits.

In addition, we are proposing to add amendments addressing the following:

- A. The clarification that food permits cannot be transferred from one mobile unit to another mobile unit.
 - B. For 10 years we have charged a 40% surcharge fee for the first permit for a new establishment. The 40% surcharge is used to offset the cost of the plan review and multiple inspections required for getting the new establishment approved for opening. We are proposing that when a business changes location, the 40% surcharge is also charged to the first permit at the new location.
 - C. The Health Department shall accept food service equipment that meets the commercial equipment standards of qualified testing organizations other than the National Sanitation Foundation (NSF).
 - D. All new or replacement three compartment sinks shall have two integral drain boards as original equipment from the manufacturer.
 - E. All new or replacement ice bins, where ice is used for cooling beverage products and is stored for human consumption, shall have an integral cold plate as original equipment from the manufacturer. This will eliminate a very difficult to clean and seldom cleaned piece of equipment.
2. A 3% increase for all permit fees in Chapter 28 of the McLean County Revised Code covering private sewage disposal systems and installer and pumper license fees.

In addition, we propose to add one amendment to the Ordinance to provide inspection ports on all gravel-less chamber type systems for future system evaluation purposes.

The proposals were presented to the Board of Health on September 3, 2003, and were reviewed and approved.

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC AID
AMENDMENT NO. 1
TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
ILLINOIS DEPARTMENT OF PUBLIC AID
AND
MCLEAN COUNTY

Pursuant to Article 8.2, Amendments and Change Orders, it is hereby agreed by and between the parties that the Agreement between the COUNTY and the DEPARTMENT OF PUBLIC AID, as entered into on July 8, 2003, is hereby amended. The original agreement language is set forth below followed by the amendatory language.

Article 2, Page 2.

LANGUAGE FROM THE ORIGINAL AGREEMENT

- 2.2. In conjunction with each payment to which this Agreement applies, the Department shall provide to the County a notification specifying the amount of the financial transfer that must be made to the Department in order to be in compliance with this Agreement. The amount of the financial transfer from the County to the Department is 90 percent of the difference between the amount paid to the nursing facility under the alternate reimbursement methodology and the amount that would have been paid to the nursing facility by the Department absent this Agreement.

AMEND TO READ

- 2.2. In conjunction with each payment to which this Agreement applies, the Department shall provide to the County a written notification specifying the amount of the financial transfer that must be made to the Department in order to be in compliance with this Agreement. The amount of the financial transfer from the County to the Department shall be the lesser of 90 percent of the difference between the amount paid to the nursing facility under the alternate reimbursement methodology and the amount that would have been paid to the nursing facility by the Department absent this Agreement, or the difference between the amount paid to the nursing facility under the alternate reimbursement methodology and 110 percent of the amount that would have been paid by

the Department absent this Agreement. Under no circumstances, however, shall the county retain more than 115% of the rate payable in the absence of this agreement.

Article 3, Page 2

LANGUAGE FROM THE ORIGINAL AGREEMENT

- 3.2. Effective with payments from the Department for services provided on or after October 1, 2002, the County shall make a financial transfer to the Department, in the amount specified by the Department in its notification to the County. The financial transfer, via electronic funds transfer, shall be made within three (3) business days, as defined herein, after receipt of the notification and shall be deposited into the Long-Term Care Provider Fund.

AMEND TO READ

- 3.2. Effective with payments from the Department for services provided on or after October 1, 2002, the County shall make a financial transfer to the Department, in the amount specified by the Department in its notification to the County. The financial transfer, via electronic funds transfer, shall be made within five (5) business days, as defined herein, after receipt of the payment and shall be deposited into the Long-Term Care Provider Fund.

Article 8.5, page 7

LANGUAGE FROM THE ORIGINAL AGREEMENT

2. Retention of Records. The County shall maintain all business, professional, and other records in accordance with applicable State law, 45 CFR Part 74, 45 CFR Part 160, and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the Agreement and for a minimum of six (6) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to

support the purported disbursement.

AMEND TO READ

2. Retention of Records. The County shall maintain all business, professional, and other records in accordance with applicable State law, 45 CFR Part 74, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the Agreement and for a minimum of six (6) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

All other terms and conditions of the intergovernmental Agreement shall remain in full force and effect, unchanged except as hereby amended.

In Witness Whereof, the DEPARTMENT and the COUNTY have caused this amendment to be executed to be effective October 1, 2003.

State of Illinois
Department of Public Aid

McLean County

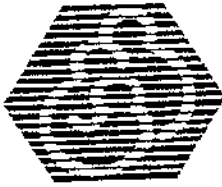
Director

Authorized Representative

Title

Date

Date



Rod R. Blagojevich, Governor
Barry S. Maram, Director

Illinois Department of Public Aid

201 South Grand Avenue East
Springfield, Illinois 62763-0001

Telephone: (217) 782-0545
TTY: (800) 526-5812

9/16/2003

Mr. Donald Lee
Administrator
McLean County Nursing Home
901 N. Main Street
Normal, IL 61761

Dear Mr. Lee:

Enclosed is an amendment to the intergovernmental transfer agreement with the State of Illinois regarding your county nursing home. This is necessary to correct some minor technical problems with the original. The effective date of the amendment will be October 1, 2003. Please sign and return each of the four enclosed originals as soon as possible, but no later than November 1, 2003.

The amendment:

- establishes a ceiling on the amount that the county would transfer to the state. This ensures that the county nursing home receives at least a ten percent rate increase, but no more than a fifteen percent increase, over the rate that DPA would pay absent this agreement. (Amendment to Article 2.2)
- clarifies that, with respect to the timing of the transfer from the county to the state, the timing for this transfer is activated by the county nursing facility's receipt of the payment rather than receipt of the notification of the amount of the transfer. Furthermore, the number of days that the county has to make this transfer is increased to five (from three). (Amendment to Article 3.2)
- makes a technical change by deleting flawed Health Insurance Portability and Accountability Act (HIPAA) references. (Amendment to Article 8.5 (B))

IGT Amendment

9/16/2003

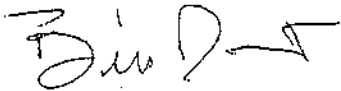
Page 2

Please return the signed agreements to:

Bill Dart
IDPA-Medical Programs
Bureau of Long Term Care
201 South Grand Ave. East, 3rd Floor
Springfield, IL 62763

If you have questions about this amendment, please contact me via email at bill.dart@mail.idpa.state.il.us or phone at 217-524-7210.

Sincerely,



Bill Dart, Operations Manager
Bureau of Long Term Care

Enclosure

cc: Rebecca McNeil, County Treasurer
McLean County Law & Justice Center

Less enclosures

WILLIAM A. YODER


McLean County State's Attorney

Eric T. Ruud
First Assistant State's Attorney

Law and Justice Center, Room 701
104 West Front Street, P O Box 2400
Bloomington, Illinois 61701-2400
Telephone: (309) 888 - 5110
FAX number: (309) 888 - 5111
internet: ericr@mclean.gov

MEMO

TO: Dr. Roger Kilpatrick, District 87 Schools
Tom Hamilton, Bloomington City Manager
Ruth Ann Sikora, City Township Supervisor
John Zeunik, McLean County Administrator
Michael Callahan, Executive Director, BNWRD
Michael LaPier, Executive Director, CIRA
Robert Widmer, Vice President of Business Services, Heartland C.C.

FROM: Eric T. Ruud 

RE: Tax Settlement Proposal from AMF Bowling

DATE: October 2, 2003

On July 2, 2001, AMF Bowling Centers, Inc. (AMF) and its affiliates filed for Chapter 11 bankruptcy protection in Virginia. AMF's local affiliate is Circle Lanes. They owe \$53,226.53 in back taxes for 2000 and 2001. On February 1, 2002, the Bankruptcy Court confirmed AMF's reorganization plan. The plan states that all debts arising prior to July 2, 2001 have been discharged. AMF's position is that no taxes incurred before July 2, 2001 may be recovered. However, tax liens on the property remain an issue. AMF appears to be concerned about potential liens and would like to avoid any litigation on this point.

AMF's Corporate Controller has contacted me and is offering a lump sum payment of 70% of their real estate tax liability for 2000 and 2001. This would amount to \$37,258.57. Originally, AMF wanted the County Collector to accept their offer. The County Collector and I agree that she cannot unilaterally do so. In my opinion, it will require the approval of all affected taxing bodies. The affected taxing bodies, the total tax arrearage, and settlement amount offered are as follows:

<u>TAXING BODY</u>	<u>TOTAL ARREARAGE</u>	<u>SETTLEMENT AMOUNT@70%</u>
District 87 Schools	\$31,840.51	\$22,288.36
City of Bloomington	\$ 7,836.94	\$ 5,485.86
Bloomington Library	\$ 1,655.92	\$ 1,159.14
Bloomington Cemetery	\$ 172.94	\$ 121.05
City Township	\$ 1,406.14	\$ 984.30
McLean County	\$ 6,652.09	\$ 4,656.46
BNWRD	\$ 855.30	\$ 598.71
Airport Authority	\$ 696.41	\$ 487.49
Heartland CC	\$ 2,110.28	\$ 1,477.20
TOTALS	\$53,226.53	\$37,258.57

I am passing along this tax settlement offer at the request of the taxpayer. Neither the County Collector nor I are making a recommendation one way or another. If the offer is accepted by all of the affected taxing bodies, I will be more than happy to prepare a settlement agreement and forward it to the necessary parties. If, on the other hand, the affected taxing bodies do not wish to accept the settlement amount, I will gladly communicate that to the taxpayer as well.

Thank you for your kind assistance. Please let me know as soon as possible if your taxing body desires to pursue this tax settlement or not. If you have questions about the bankruptcy, please call Mr. Lee Fletcher at AMF World Headquarters at 804-730-6606.

Cc: Lee Fletcher

WILLIAM A. YODER


McLean County State's Attorney

Eric T. Ruud
First Assistant State's Attorney

Law and Justice Center, Room 701
104 West Front Street, P O Box 2400
Bloomington, Illinois 61701-2400
Telephone: (309) 888 - 5110
FAX number: (309) 888 - 5111
internet: ericr@mclean.gov

MEMO

TO: Chairman and Members of the Finance Committee

FROM: Eric T. Ruud 

RE: Proposed Intergovernmental Settlement Agreements in Township Litigation

DATE: October 6, 2003

Enclosed are copies of the proposed intergovernmental settlement agreements for your review. Be advised that due to the time constraints associated with mailing out the agenda packet, you are receiving the proposed agreements in a "substantially completed" form. However, it is likely that the final version of these agreements will have to be handed out at the Finance Committee on Thursday. I apologize for any inconvenience in that regard.

If these agreements are acceptable to the Committee, they need to be considered for final action at the October 21st County Board meeting. Thereafter, the litigants in this case anticipate that the agreements will be ratified by the Circuit Court at our next hearing scheduled for October 28th.

Thank you for your kind consideration. Please call me if you have any further questions or concerns.

Enclosures

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
BLOOMINGTON TOWNSHIP, AND COUNTY THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between
the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF
BLOOMINGTON ("CITY TOWNSHIP"), BLOOMINGTON TOWNSHIP and THE
COUNTY OF McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within
BLOOMINGTON TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with BLOOMINGTON
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, and BLOOMINGTON TOWNSHIP have
negotiated among themselves the following Agreement which addresses the responsibilities and
needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and BLOOMINGTON
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY, which
is ultimately responsible for assessments, collection, and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG CITY, CITY TOWNSHIP, BLOOMINGTON TOWNSHIP, and the COUNTY as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, BLOOMINGTON TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and the CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to BLOOMINGTON TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within BLOOMINGTON TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to BLOOMINGTON TOWNSHIP a copy of the

approved annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to BLOOMINGTON TOWNSHIP by January 30th of each year of all annexations from BLOOMINGTON TOWNSHIP for the previous calendar year.

3(b). **Disconnected Township Roads.** The CITY will assume responsibility for any roads removed from BLOOMINGTON TOWNSHIP by annexation to the CITY. Whenever part of a road under the jurisdiction of BLOOMINGTON TOWNSHIP is separated from BLOOMINGTON TOWNSHIP by annexation but is not within the property annexed, the CITY shall assume all responsibility for maintenance on such separated road.

3(c). **Road Maintenance.** The CITY will assume maintenance responsibility, which does not include reconstruction, for all roads in BLOOMINGTON TOWNSHIP which lie between points in the CITY. The need for maintenance and the nature and type needed shall be determined by the City Manager. For purposes of this section, "maintenance" does not include plowing snow, agreements for which will be negotiated separately.

3(d). **Prior claims.** The CITY, CITY TOWNSHIP, and BLOOMINGTON TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(e). **Delayed annexation.** The parties agree that all properties within BLOOMINGTON TOWNSHIP, but also located within the CITY as of November 6, 2000 remain in BLOOMINGTON TOWNSHIP until December 31, 2010, at which time said properties will be transferred to the CITY TOWNSHIP. Pursuant to Section 5/6-507 of the Illinois Highway Code (605 ILCS 5/6-507), the McLean County Treasurer shall pay to the

CITY one-half of the tax required to be levied by Section 5/6-501 of the Code by BLOOMINGTON TOWNSHIP each year as to properties remaining in BLOOMINGTON TOWNSHIP and located in the CITY. The CITY agrees to waive and release BLOOMINGTON TOWNSHIP from Section 5/6-507 claims of one-half of road and bridge tax money levied for 2001 and all prior years.

3(d). **Revenue sharing.** The parties agree that for all properties annexed or transferred from BLOOMINGTON TOWNSHIP to the CITY TOWNSHIP beginning November 7, 2000, and during the term of this Agreement, excluding the properties referenced in 3(c) above, and in lieu of payments otherwise required by law (60 ILCS 1/15-30), the CITY shall pay annually for ten years following each transfer to BLOOMINGTON TOWNSHIP an amount to be determined per property as follows and as shown in the attached Hypothetical Model of Revenue Sharing: Payment will be computed by applying the combined tax rate of BLOOMINGTON TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP to the Equalized Assessed Value (EAV) of each annexed property for the same year. In addition, the CITY will pay to BLOOMINGTON TOWNSHIP amount per property equal to the combined tax rate of BLOOMINGTON TOWNSHIP and Road District for the year immediately preceding annexation to the CITY TOWNSHIP applied to 12½% of any increase in the EAV of each annexed property over that determined for the tax year immediately preceding annexation. The annual combined payments for subject properties shall be paid by December 31 of each year. The CITY TOWNSHIP shall provide by December 31 for ten years following each annexation to the CITY TOWNSHIP full and

complete accounting materials identifying parcels, assessed valuations, and calculations determining the payments.

4. **TOWNSHIP RECORDS.** The CITY TOWNSHIP Assessor will maintain and provide to the parties records sufficient to inform CITY and/or CITY TOWNSHIP officials of their obligations under this Agreement.

5. **ASSESSMENTS.** In consideration for annual payments as shown on Exhibit B of \$7.50 per parcel for existing parcels and \$65.00 for new parcels up to a cap of \$27,000.00 the first year and up to a cap of \$20,000.00 per year thereafter from BLOOMINGTON TOWNSHIP, the CITY TOWNSHIP agrees that the CITY TOWNSHIP Assessor will be responsible for assessments for properties subject to paragraph 3(e) above, beginning with assessment year 2003, and until said properties are transferred into the CITY TOWNSHIP, BLOOMINGTON TOWNSHIP's Assessor will ratify and adopt the assessments as to such properties made by the CITY TOWNSHIP's Assessor. The CITY TOWNSHIP Assessor agrees to make all reasonable efforts to turn the 2003 assessments in to the Supervisor of Assessments by November 1, 2003.

6. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon property resolution and vote at a meeting duly and lawfully called.

7. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof.

Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

8. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason beheld to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

9. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for twenty (20) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the twenty year period hereof and shall continue until their twenty year periods expire.

10. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity. The prevailing party shall be entitled to an award of all reasonable and necessary costs attorney's fees from the party or parties who do not prevail following said breach.

11. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

12. **DISCUSSIONS AND ARBITRATION.** Representatives of the parties to this Agreement will meet at least once per year to discuss matters pertaining to this Agreement. If there is a dispute over any term, the parties agree that the disagreement will be arbitrated by the Chief Judge of the Eleventh Judicial Circuit, or his/her designee, whose decision shall be advisory and who shall be allowed in his or her discretion to award reasonable and necessary costs and attorney's fees from the party or parties who do not prevail. The prevailing party shall be entitled to award all reasonable and necessary costs and attorney's fees from the party or parties who do not prevail.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and BLOOMINGTON TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____
Mayor

Attest: _____
City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved: _____
Supervisor

Attest: _____
Town Clerk

BLOOMINGTON TOWNSHIP

Approved:

Supervisor

Attest:

Town Clerk

COUNTY OF McLEAN

Approved:

President of the County Board

Attest:

County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
NORMAL TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between
the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF
BLOOMINGTON ("CITY TOWNSHIP"), NORMAL TOWNSHIP, and the COUNTY OF
McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within
NORMAL TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with NORMAL
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, NORMAL TOWNSHIP, and the
COUNTY have negotiated among themselves the following Agreement which addresses the
responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and NORMAL
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which
is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP AND NORMAL TOWNSHIP as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, NORMAL TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to NORMAL TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within NORMAL TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to NORMAL TOWNSHIP a copy of the approved

annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to NORMAL TOWNSHIP by January 30th of each year of all annexation from NORMAL TOWNSHIP for the previous calendar year.

3(b). **Prior claims.** The CITY, CITY TOWNSHIP, and NORMAL TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Revenue sharing.** Within 60 days of receiving court approval of the settlement, the CITY or CITY TOWNSHIP shall pay the sum of \$30,000.00 to NORMAL TOWNSHIP as the first of ten such annual payments to be made by the CITY or CITY TOWNSHIP to NORMAL TOWNSHIP.

4. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon proper resolution and vote at a meeting duly and lawfully called.

5. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

6. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

7. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

8. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

9. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and NORMAL TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____
Mayor

Attest: _____
City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved: _____
Supervisor

Attest: _____
Town Clerk

NORMAL TOWNSHIP

Approved: _____
Supervisor

Attest: _____
Town Clerk

COUNTY OF McLEAN

Approved: _____
President of the County Board

Attest: _____
County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
DALE TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF BLOOMINGTON ("CITY TOWNSHIP"), DALE TOWNSHIP, and the COUNTY OF McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within DALE TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with DALE TOWNSHIP to promote further growth and development and to provide delivery of municipal and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, DALE TOWNSHIP, and the COUNTY have negotiated among themselves the following Agreement which addresses the responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and DALE TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP AND DALE TOWNSHIP as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, DALE TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to DALE TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within DALE TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to DALE TOWNSHIP a copy of the approved annexation

ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to DALE TOWNSHIP by January 30th of each year of all annexation from DALE TOWNSHIP for the previous calendar year.

3(b). **Prior claims.** The CITY, CITY TOWNSHIP, and DALE TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Delayed annexation.** The parties agree that all properties within DALE TOWNSHIP, but also located within the CITY as of November 6, 2000 shall be considered part of DALE TOWNSHIP for tax purposes until December 31, 2012, at which time said properties will be transferred to the CITY TOWNSHIP, and appropriate officials of the COUNTY shall reflect this status in their records. Pursuant to Section 5/6-507 of the Illinois Highway Code (605 ILCS 5/6-507), the McLean County Treasurer shall pay to the CITY one-half of the tax required to be levied by Section 5/6-501 of the Code by DALE TOWNSHIP each year as to properties remaining in DALE TOWNSHIP and located in the CITY. The CITY agrees to waive and release DALE TOWNSHIP from Section 5/6-507 claims of one-half of road and bridge tax money levied for 2001 and all prior years.

3(d). **Revenue sharing.** The parties agree that for all properties annexed or transferred from DALE TOWNSHIP to the CITY TOWNSHIP beginning November 7, 2000, and during the term of this Agreement, excluding the properties referenced in 3(c) above, and in lieu of payments otherwise required by law (60 ILCS 1/15-30), the CITY shall pay annually for ten years following each transfer to BLOOMINGTON TOWNSHIP an amount to be determined per property as follows and as shown in the attached Hypothetical Model of

Revenue Sharing: Payment will be computed by applying the combined tax rate of DALE TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP to the Equalized Assessed Value (EAV) of each annexed property for the same year. In addition, the CITY will pay to DALE TOWNSHIP an amount per property equal to the combined tax rate of DALE TOWNSHIP and Road District for the year immediately preceding annexation to DALE TOWNSHIP applied to 12½% of any increase in the EAV of each annexed property over that determined for the tax year immediately preceding annexation. The annual combined payments for subject properties shall be paid by December 31 of each year. The CITY TOWNSHIP shall provide by December 31 for the ten year period following each annexation to the CITY TOWNSHIP full and complete accounting materials identifying parcels, assessed valuations, and calculations used in determining the payments.

4. **TOWNSHIP RECORDS.** The CITY TOWNSHIP Assessor will maintain and provide to the parties records sufficient to inform CITY and/or CITY TOWNSHIP officials of their obligations under this Agreement.

5. **ASSESSMENTS.** In consideration for annual payments of as shown on Exhibit B from DALE TOWNSHIP, the CITY TOWNSHIP agrees that the CITY TOWNSHIP Assessor will be responsible for assessments for properties subject to paragraph 3(c) above, beginning with assessment year 2004, and until said properties are transferred into the CITY TOWNSHIP, DALE TOWNSHIP's Assessor will ratify and adopt the assessments as to such properties made by the CITY TOWNSHIP's Assessor.

6. **PAYMENTS TO COUNTY.** In consideration for the COUNTY's services described in Paragraph 3(c) above, and for similar services pertaining to DRY GROVE, OLD

TOWN and TOWANDA TOWNSHIPS, the CITY/CITY TOWNSHIP agrees to pay the COUNTY \$10,000.00 and DALE TOWNSHIP agrees to pay the COUNTY \$2,500.00. Said sums may be collected by the COUNTY by withholding from the 2003 real estate tax distribution.

7. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon property resolution and vote at a meeting duly and lawfully called.

8. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

9. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit obtain in this Agreement to any party, then the parties shall meet and renegotiate the

provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

10. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

11. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

12. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and DALE TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____

Mayor

Attest: _____

City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved:

Supervisor

Attest:

Town Clerk

DALE TOWNSHIP

Approved:

Supervisor

Attest:

Town Clerk

COUNTY OF McLEAN

Approved:

President of the County Board

Attest:

County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
NORMAL TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between
the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF
BLOOMINGTON ("CITY TOWNSHIP"), NORMAL TOWNSHIP, and the COUNTY OF
McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within
NORMAL TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with NORMAL
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, NORMAL TOWNSHIP, and the
COUNTY have negotiated among themselves the following Agreement which addresses the
responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and NORMAL
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which
is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP AND NORMAL TOWNSHIP as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, NORMAL TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to NORMAL TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within NORMAL TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to NORMAL TOWNSHIP a copy of the approved

annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to NORMAL TOWNSHIP by January 30th of each year of all annexation from NORMAL TOWNSHIP for the previous calendar year.

3(b). **Prior claims.** The CITY, CITY TOWNSHIP, and NORMAL TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Revenue sharing.** Within 60 days of receiving court approval of the settlement, the CITY or CITY TOWNSHIP shall pay the sum of \$30,000.00 to NORMAL TOWNSHIP as the first of ten such annual payments to be made by the CITY or CITY TOWNSHIP to NORMAL TOWNSHIP.

4. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon property resolution and vote at a meeting duly and lawfully called.

5. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

6. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason beheld to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

7. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

8. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

9. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and NORMAL TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____
Mayor

Attest: _____
City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved: _____
Supervisor

Attest: _____
Town Clerk

NORMAL TOWNSHIP

Approved: _____
Supervisor

Attest: _____
Town Clerk

COUNTY OF McLEAN

Approved: _____
President of the County Board

Attest: _____
County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
DRY GROVE TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between
the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF
BLOOMINGTON ("CITY TOWNSHIP"), DRY GROVE TOWNSHIP, and the COUNTY
OF McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within DRY
GROVE TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with DRY GROVE
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, DRY GROVE TOWNSHIP, and the
COUNTY have negotiated among themselves the following Agreement which addresses the
responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and DRY GROVE
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which
is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP AND DRY GROVE TOWNSHIP as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, DRY GROVE TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to DRY GROVE TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within DRY GROVE TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to DRY GROVE TOWNSHIP a copy of the

approved annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to DRY GROVE TOWNSHIP by January 30th of each year of all annexation from DRY GROVE TOWNSHIP for the previous calendar year.

3(b). **Prior claims.** The CITY, CITY TOWNSHIP, and DRY GROVE TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Delayed annexation.** The parties agree that all properties within DRY GROVE TOWNSHIP, but also located within the CITY as of November 6, 2000 shall be considered part of DRY GROVE TOWNSHIP for tax purposes until December 31, 2012, at which time said properties will be transferred to the CITY TOWNSHIP, and appropriate officials of the COUNTY shall reflect this status in their records. Pursuant to Section 5/6-507 of the Illinois Highway Code (605 ILCS 5/6-507), the McLean County Treasurer shall pay to the CITY one-half of the tax required to be levied by Section 5/6-501 of the Code by DRY GROVE TOWNSHIP each year as to properties remaining in DRY GROVE TOWNSHIP and located in the CITY. The CITY agrees to waive and release DRY GROVE TOWNSHIP from Section 5/6-507 claims of one-half of road and bridge tax money levied for 2001 and all prior years.

3(d). **Revenue sharing.** The parties agree that for all properties annexed or transferred from DRY GROVE TOWNSHIP to the CITY TOWNSHIP beginning November 7, 2000, and during the term of this Agreement, excluding the properties referenced in 3(c) above, and in lieu of payments otherwise required by law (60 ILCS 1/15-30), the CITY shall pay annually for ten years following each transfer to BLOOMINGTON TOWNSHIP an amount to be determined per property as follows and as shown in the attached Hypothetical

Model of Revenue Sharing: Payment will be computed by applying the combined tax rate of DRY GROVE TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP to the Equalized Assessed Value (EAV) of each annexed property for the same year. In addition, the CITY will pay to DRY GROVE TOWNSHIP an amount per property equal to the combined tax rate of DRY GROVE TOWNSHIP and Road District for the year immediately preceding annexation to DRY GROVE TOWNSHIP applied to 12½% of any increase in the EAV of each annexed property over that determined for the tax year immediately preceding annexation.

The annual combined payments for subject properties shall be paid by December 31 of each year. The CITY TOWNSHIP shall provide by December 31 for the ten year period following each annexation to the CITY TOWNSHIP full and complete accounting materials identifying parcels, assessed valuations, and calculations used in determining the payments.

4. **TOWNSHIP RECORDS.** The CITY TOWNSHIP Assessor will maintain and provide to the parties records sufficient to inform CITY and/or CITY TOWNSHIP officials of their obligations under this Agreement.

5. **ASSESSMENTS.** In consideration for annual payments of as shown on Exhibit B from DRY GROVE TOWNSHIP, the CITY TOWNSHIP agrees that the CITY TOWNSHIP Assessor will be responsible for assessments for properties subject to paragraph 3(c) above, beginning with assessment year 2004 , and until said properties are transferred into the CITY TOWNSHIP, DRY GROVE TOWNSHIP's Assessor will ratify and adopt the assessments as to such properties made by the CITY TOWNSHIP's Assessor.

6. **PAYMENTS TO COUNTY.** In consideration for the COUNTY's services described in Paragraph 3(c) above, and for similar services pertaining to DALE, OLD TOWN and TOWANDA TOWNSHIPS, the CITY/CITY TOWNSHIP agrees to pay the COUNTY \$10,000.00 and DRY GROVE TOWNSHIP agrees to pay the COUNTY \$2,500.00. Said sums may be collected by the COUNTY by withholding from the 2003 real estate tax distribution.

7. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon proper resolution and vote at a meeting duly and lawfully called.

8. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

9. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit

obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

10. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

11. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

12. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and DRY GROVE TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____

Mayor

Attest: _____

City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved: _____
Supervisor

Attest: _____
Town Clerk

DRY GROVE TOWNSHIP

Approved: _____
Supervisor

Attest: _____
Town Clerk

COUNTY OF McLEAN

Approved: _____
President of the County Board

Attest: _____
County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
OLD TOWN TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between
the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF
BLOOMINGTON ("CITY TOWNSHIP"), OLD TOWN TOWNSHIP, and the COUNTY OF
McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within OLD
TOWN TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with OLD TOWN
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, OLD TOWN TOWNSHIP, and the
COUNTY have negotiated among themselves the following Agreement which addresses the
responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and OLD TOWN
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which
is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP AND OLD TOWN TOWNSHIP as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, OLD TOWN TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to OLD TOWN TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within OLD TOWN TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to OLD TOWN TOWNSHIP a copy of the

approved annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to OLD TOWN TOWNSHIP by January 30th of each year of all annexation from OLD TOWN TOWNSHIP for the previous calendar year.

3(b). **Prior claims.** The CITY, CITY TOWNSHIP, and OLD TOWN TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Delayed annexation.** The parties agree that all properties within OLD TOWN TOWNSHIP, but also located within the CITY as of November 6, 2000 shall be considered part of OLD TOWN TOWNSHIP for tax purposes until December 31, 2012, at which time said properties will be transferred to the CITY TOWNSHIP, and appropriate officials of the COUNTY shall reflect this status in their records. Pursuant to Section 5/6-507 of the Illinois Highway Code (605 ILCS 5/6-507), the McLean County Treasurer shall pay to the CITY one-half of the tax required to be levied by Section 5/6-501 of the Code by OLD TOWN TOWNSHIP each year as to properties remaining in OLD TOWN TOWNSHIP and located in the CITY. The CITY agrees to waive and release OLD TOWN TOWNSHIP from Section 5/6-507 claims of one-half of road and bridge tax money levied for 2001 and all prior years.

3(d). **Revenue sharing.** The parties agree that for all properties annexed or transferred from OLD TOWN TOWNSHIP to the CITY TOWNSHIP beginning November 7, 2000, and during the term of this Agreement, excluding the properties referenced in 3(c) above, and in lieu of payments otherwise required by law (60 ILCS 1/15-30), the CITY shall pay annually for ten years following each transfer to BLOOMINGTON TOWNSHIP an amount to be determined per property as follows and as shown in the attached Hypothetical

Model of Revenue Sharing: Payment will be computed by applying the combined tax rate of OLD TOWN TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP to the Equalized Assessed Value (EAV) of each annexed property for the same year. In addition, the CITY will pay to OLD TOWN TOWNSHIP an amount per property equal to the combined tax rate of OLD TOWN TOWNSHIP and Road District for the year immediately preceding annexation to OLD TOWN TOWNSHIP applied to 12½% of any increase in the EAV of each annexed property over that determined for the tax year immediately preceding annexation.

The annual combined payments for subject properties shall be paid by December 31 of each year. The CITY TOWNSHIP shall provide by December 31 for the ten year period following each annexation to the CITY TOWNSHIP full and complete accounting materials identifying parcels, assessed valuations, and calculations used in determining the payments.

4. **TOWNSHIP RECORDS.** The CITY TOWNSHIP Assessor will maintain and provide to the parties records sufficient to inform CITY and/or CITY TOWNSHIP officials of their obligations under this Agreement.

5. **ASSESSMENTS.** In consideration for annual payments of as shown on Exhibit B from OLD TOWN TOWNSHIP, the CITY TOWNSHIP agrees that the CITY TOWNSHIP Assessor will be responsible for assessments for properties subject to paragraph 3(c) above, beginning with assessment year 2004 , and until said properties are transferred into the CITY TOWNSHIP, OLD TOWN TOWNSHIP's Assessor will ratify and adopt the assessments as to such properties made by the CITY TOWNSHIP's Assessor.

6. **PAYMENTS TO COUNTY.** In consideration for the COUNTY's services described in Paragraph 3(c) above, and for similar services pertaining to DALE, DRY GROVE and TOWANDA TOWNSHIPS, the CITY/CITY TOWNSHIP agrees to pay the COUNTY \$10,000.00 and OLD TOWN TOWNSHIP agrees to pay the COUNTY \$2,500.00. Said sums may be collected by the COUNTY by withholding from the 2003 real estate tax distribution.

7. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon property resolution and vote at a meeting duly and lawfully called.

8. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

9. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason beheld to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit

obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

10. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

11. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

12. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and OLD TOWN TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____

Mayor

Attest: _____

City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved:

Supervisor

Attest:

Town Clerk

OLD TOWN TOWNSHIP

Approved:

Supervisor

Attest:

Town Clerk

COUNTY OF McLEAN

Approved:

President of the County Board

Attest:

County Clerk

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF
BLOOMINGTON/TOWNSHIP OF THE CITY OF BLOOMINGTON,
TOWANDA TOWNSHIP, AND THE COUNTY OF McLEAN

THIS AGREEMENT made this day of _____, 2003 by and between
the CITY OF BLOOMINGTON ("CITY"), TOWNSHIP OF THE CITY OF
BLOOMINGTON ("CITY TOWNSHIP"), TOWANDA TOWNSHIP, and the COUNTY OF
McLEAN ("COUNTY"), all of which are located in McLean County, Illinois.

WITNESSETH:

WHEREAS, the CITY is adjacent to and has annexed property located within
TOWANDA TOWNSHIP; and

WHEREAS, the City is desirous of reaching an agreement with TOWANDA
TOWNSHIP to promote further growth and development and to provide delivery of municipal
and township services in an efficient manner; and

WHEREAS, the CITY, CITY TOWNSHIP, TOWANDA TOWNSHIP, and the
COUNTY have negotiated among themselves the following Agreement which addresses the
responsibilities and needs of each; and

WHEREAS, the parties desire that the growth and development be orderly and planned
and meet the needs of the governmental units as parties to this Agreement; and

WHEREAS, litigation between the CITY, CITY TOWNSHIP, and TOWANDA
TOWNSHIP regarding the coterminous status of the CITY TOWNSHIP has not produced
results acceptable to all parties; and

WHEREAS, the location of township boundaries is of concern to the COUNTY which
is ultimately responsible for assessments, collection and distribution of real estate taxes;

IT IS THEREFORE AGREED AMONG THE CITY, CITY TOWNSHIP AND TOWANDA TOWNSHIP as follows:

1. **COTERMINOUS STATUS.** The parties agree that, during the life of this Agreement and any extensions hereof, annexations of property to the CITY OF BLOOMINGTON following November 7, 2000 shall automatically result in annexations of such property to the CITY TOWNSHIP. The parties further agree that during the life of this Agreement and any extensions hereof, TOWANDA TOWNSHIP will not file for any disconnection referenda under Section 15-15 of the Township Code (60 ILCS 1/15-15), nor contest the coterminous status of the CITY OF BLOOMINGTON and CITY TOWNSHIP under Article 15 of the Township Code.

2. **TERMINATION OF LITIGATION.** The parties will execute necessary pleadings and stipulations to dismiss all pending litigation between them including litigation in the Appellate Court and Circuit Court. This Intergovernmental Agreement shall be filed in the Circuit Court to evidence the settlement by the parties of all pending litigation.

3. **OBLIGATIONS.**

3(a). **Annexations.** Instead of notice required by Section 15-15(a) of the Township Code (60 ILCS 1/15-15(a)), the CITY shall hereafter mail to TOWANDA TOWNSHIP notice 14 days in advance of any public hearing on any proposed annexation of property to the CITY or any annexation agreement. Such notice shall include a complete legal description of property proposed for annexation, a map or plat showing its location within TOWANDA TOWNSHIP and its Parcel Identification Number(s). If said annexation is approved, the CITY shall within thirty (30) days thereafter provide to TOWANDA TOWNSHIP a copy of the

approved annexation ordinance. Further, the CITY will provide an annual summary including parcel address and parcel identification number to TOWANDA TOWNSHIP by January 30th of each year of all annexation from TOWANDA TOWNSHIP for the previous calendar year.

3(h). **Prior claims.** The CITY, CITY TOWNSHIP, and TOWANDA TOWNSHIP waive and release all financial claims of the parties against each other accruing prior to November 7, 2000, involving all matters prior to November 7, 2000.

3(c). **Delayed annexation.** The parties agree that all properties within TOWANDA TOWNSHIP, but also located within the CITY as of November 6, 2000 shall be considered part of TOWANDA TOWNSHIP for tax purposes until December 31, 2012, at which time said properties will be transferred to the CITY TOWNSHIP, and appropriate officials of the COUNTY shall reflect this status in their records. Pursuant to Section 5/6-507 of the Illinois Highway Code (605 ILCS 5/6-507), the McLean County Treasurer shall pay to the CITY one-half of the tax required to be levied by Section 5/6-501 of the Code by TOWANDA TOWNSHIP each year as to properties remaining in TOWANDA TOWNSHIP and located in the CITY. The CITY agrees to waive and release TOWANDA TOWNSHIP from Section 5/6-507 claims of one-half of road and bridge tax money levied for 2001 and all prior years.

3(d). **Revenue sharing.** The parties agree that for all properties annexed or transferred from TOWANDA TOWNSHIP to the CITY TOWNSHIP beginning November 7, 2000, and during the term of this Agreement, excluding the properties referenced in 3(c) above, and in lieu of payments otherwise required by law (60 ILCS 1/15-30), the CITY shall pay annually for ten years following each transfer to BLOOMINGTON TOWNSHIP an amount to be determined per property as follows and as shown in the attached Hypothetical

Model of Revenue Sharing: Payment will be computed by applying the combined tax rate of TOWANDA TOWNSHIP and the Road District for the year immediately preceding annexation to the CITY TOWNSHIP to the Equalized Assessed Value (EAV) of each annexed property for the same year. In addition, the CITY will pay to TOWANDA TOWNSHIP an amount per property equal to the combined tax rate of TOWANDA TOWNSHIP and Road District for the year immediately preceding annexation to TOWANDA TOWNSHIP applied to 12½ % of any increase in the EAV of each annexed property over that determined for the tax year immediately preceding annexation.

The annual combined payments for subject properties shall be paid by December 31 of each year. The CITY TOWNSHIP shall provide by December 31 for the ten year period following each annexation to the CITY TOWNSHIP full and complete accounting materials identifying parcels, assessed valuations, and calculations used in determining the payments.

4. **TOWNSHIP RECORDS.** The CITY TOWNSHIP Assessor will maintain and provide to the parties records sufficient to inform CITY and/or CITY TOWNSHIP officials of their obligations under this Agreement.

5. **ASSESSMENTS.** In consideration for annual payments of as shown on Exhibit B from TOWANDA TOWNSHIP, the CITY TOWNSHIP agrees that the CITY TOWNSHIP Assessor will be responsible for assessments for properties subject to paragraph 3(c) above, beginning with assessment year 2004 , and until said properties are transferred into the CITY TOWNSHIP, TOWANDA TOWNSHIP's Assessor will ratify and adopt the assessments as to such properties made by the CITY TOWNSHIP's Assessor.

6. **PAYMENTS TO COUNTY.** In consideration for the COUNTY's services described in Paragraph 3(c) above, and for similar services pertaining to DALE, DRY GROVE and OLD TOWN TOWNSHIPS, the CITY/CITY TOWNSHIP agrees to pay the COUNTY \$10,000.00 and TOWANDA TOWNSHIP agrees to pay the COUNTY \$2,500.00. Said sums may be collected by the COUNTY by withholding from the 2003 real estate tax distribution.

7. **AUTHORITY.** Each party warrants and represents by execution of this Agreement that it has full power and authority to enter into this Agreement and that this Agreement was adopted by its respective body with the legal authority to adopt such an agreement upon property resolution and vote at a meeting duly and lawfully called.

8. **ENTIRE AGREEMENT; RELEASE.** This Agreement contains the entire understanding of the parties with respect to the transactions contemplated hereby and supersedes all other agreements and understandings of the parties on the subject matter hereof. Each party to this Agreement releases the other parties from any and all claims which have or could have been raised in the litigation now pending between them, except for obligations arising out of this Agreement.

9. **INVALIDITY; SAVINGS.** In case any one or more of the provisions contained herein shall, for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision or provisions had never been contained herein, notwithstanding the foregoing, in the event such invalidation, illegality, or unenforceability reduces the benefit

obtain in this Agreement to any party, then the parties shall meet and renegotiate the provisions of this Agreement so that the benefits and obligations remain substantially as set forth herein.

10. **TERM AND SURVIVAL OF OBLIGATIONS.** This Agreement shall take effect upon the approval of the Court and execution by the parties and shall remain in effect for ten (10) years thereafter. Ten year obligations of the parties under 3(d) above arising during the term of the Agreement shall survive the ten year period hereof and shall continue until their ten year periods expire.

11. **BREACH.** Any breach of the Agreement (said breach shall include termination or withdrawal) shall provide the non-breaching party with a cause of action for all damages available at law or equity.

12. **LAW OF ILLINOIS.** This Agreement shall be construed under the laws of the State of Illinois.

WHEREFORE, the CITY OF BLOOMINGTON, TOWN OF THE CITY OF BLOOMINGTON, and TOWANDA TOWNSHIP do set forth their assent on the date and year first above written.

CITY OF BLOOMINGTON

Approved: _____

Mayor

Attest: _____

City Clerk

TOWN OF THE CITY OF BLOOMINGTON

Approved:

Supervisor

Attest:

Town Clerk

TOWANDA TOWNSHIP

Approved:

Supervisor

Attest:

Town Clerk

COUNTY OF McLEAN

Approved:

President of the County Board

Attest:

County Clerk

AMENDMENT TO THE PURCHASING AND CONTRACTING ORDINANCE

WHEREAS, the McLean County Board has adopted a Purchasing and Contracting Ordinance for the procurement of commodities, contractual and/or professional services and capital outlay items; and

WHEREAS, the Purchasing and Contracting Ordinance makes reference to outdated statutory citations that have been revised, re-codified or repealed since the enactment of this Ordinance; and

WHEREAS, the Ordinance currently requires competitive bidding for purchase of materials/commodities, non-professional contractual services, and capital outlay items costing \$10,000 or more; and

WHEREAS, Public Act 93-0157 has raised the minimum purchase amount for competitive bidding from \$10,000 to an amount in excess of \$20,000; and

WHEREAS, the effective date for Public Act 93-0157 is January 1, 2004; now therefore,

BE IT ORDAINED that the Purchasing and Contracting Ordinance be amended in accordance with the provisions of Public Act 930-0157 as follows:

1. That in Section 17.52 Formal Bid, the words "\$10,000 or more" be deleted and replaced with "in excess of \$20,000, unless otherwise provided in Section 17.53-55".
2. That in Section 17.52 Formal Quotation, the number "\$10,000" be deleted and replaced with "\$20,000".
3. That the statutory reference in Section 17.52 Professional Services, be deleted and replaced with "55 ILCS 5/5-1022".
4. That the statutory reference in Section 17.52 Used Equipment, be deleted and replaced with "55 ILCS 5/5-1022".
5. That in Section 17.53-3, both references to "less than \$10,000" be deleted and replaced with "not in excess of \$20,000".
6. That in Section 17.53-4, both references to "\$10,000 or more" be deleted and replaced with "in excess of \$20,000".
7. That the statutory reference in Section 17.53-4 be deleted and replaced with "55 ILCS 5/5-1022".

8. That a new Section 17.53-5 be created which states "Notwithstanding the provisions of Section 17.53-4, purchases may be made without advertising for bids in the case of purchases and contracts, when individual orders do not exceed \$25,000, for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software, and services."
9. That in Section 17.54, the words "less than \$10,000" be deleted and replaced with the words "not in excess of \$20,000".
10. That in Section 17.54-1, the words "less than \$10,000" be deleted and replaced with the words "not in excess of \$20,000".
11. That in Section 17.54-3, the words "less than \$10,000" be deleted and replaced with "an amount not in excess of \$20,000".
12. That in Section 17.55, the words "\$10,000 or more" be deleted and replaced with the words "in excess of \$20,000".
13. That in Section 17.55-1, the words "\$10,000 or more" be deleted and replaced with the words "in excess of \$20,000".
14. That the statutory reference in Section 17.55-2 (D) be deleted and replaced with "55 ILCS 5/5-1022".
15. That in Section 17.56, the words "\$10,000 or more" be deleted and replaced with the words "in excess of \$20,000".
16. That the statutory reference in Section 17.58 be deleted and replaced with "30 ILCS 500".
17. That in Section 17.58, the words "of more than \$10,000" be deleted and replaced with the words "in excess of \$20,000".
18. That in Section 17.71-6(F), the words "Preference to Illinois Citizens of Public Works Project Act (Illinois Revised Statutes, Chapter 48, Sections 269-275) and the Wages of Employees of Public Works (Prevailing Wage Act)(Illinois Revised Statutes, Chapter 48, Section 39, s-1-12)" be deleted and replaced with the words "Public Works Preference Act, 30 ILCS 560 and the Prevailing Wage Act, 820 ILCS 130".
19. That the statutory reference in Section 17.71-7 be deleted and replaced with "50 ILCS 105".
20. That in Section 17.71-10, Part 2, Paragraph 3 of the Standard Form Contract, the words "which liability of claim arises under or pursuant to the Illinois Structural

Works Act (Illinois Revised Statutes, Chapter 48, Sections 60 through 69 inclusive)," shall be deleted due to the repeal of said statute.

21. That the statutory reference in Section 17.71-10, Part 2, Paragraph 5 of the Standard Form Contract be deleted and replaced with "740 ILCS 35".
22. That the effective date for the amendments set forth in Paragraphs 3, 4, 7, 8, 14, 16, 18, 19, 20, and 21 of this AMENDMENT TO THE PURCHASING AND CONTRACTING ORDINANCE is the date of adoption by the County Board of the County Board as set forth below.
23. That the effective date for the amendments set forth in Paragraphs 1, 2, 5, 6, 9, 10, 11, 12, 13, 15, and 17 of this AMENDMENT TO THE PURCHASING AND CONTRACTING ORDINANCE shall be January 1, 2004 as set forth in Public Act 93-0157.

Adopted by the County Board of McLean County, Illinois this 21st day of October, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the
County Board of the County of
McLean, Illinois

Michael F. Sweeney, Chairman of the
McLean County Board

CHAPTER 17PURCHASING AND CONTRACTING ORDINANCEPreamble17.51 PURPOSE

The purposes of this purchasing and contracting policy for the County of McLean in the purchasing of commodities, contractual and/or professional services and capital outlay items are:

- (A) To strive for lower costs and better quality and purchase terms by:
 - (1) seeking standardization of contracts, procedures and purchase terms by
 - (2) eliminating or reducing small orders and emergency orders;
 - (3) encouraging advanced planning;
 - (4) reducing paper work through combined purchases; and
 - (5) encouraging cooperative and inter-governmental purchasing by departments.
- (B) To set forth guidelines for the procurement of recycled products. (Amended 3-19-92)
- (C) To assure that value is received for the tax dollar expended.

17.52 DEFINITIONS

The following definitions shall apply to the following words or phrases when used within this Ordinance:

Approved Vendor List - the listing of vendors and contractors which have requested and been pre-approved by the County Auditor as qualified to do business with the County.

Board - the McLean County Board, the McLean County Board of Health, the McLean County Tuberculosis Care and Treatment Board, or the McLean County Board for Care and Treatment of Mentally Deficient Persons.

Board Committee - the appropriate oversight committee of either the McLean County Board, the McLean County Board of Health or the McLean County Tuberculosis Care and Treatment Board, or the McLean County Board for Care and Treatment of Mentally Deficient Persons.

Capital Outlay Items - items for which expenditure accounts are listed in the Capital Outlay category (800 line-item accounts) in the Chart of Accounts adopted by the County Board.

Change Order - a change in a contract term other than as specifically provided for in the contract which authorizes or necessitates any increase or decrease in the cost of the contract or the time of completion.

Commodities - items for which expenditure accounts are listed in the Commodities category (600 line-item accounts) in the Chart of Accounts adopted by the County Board. Excludes fuel (i.e. gas, diesel fuel, natural gas, oil) and parts that are compatible with existing equipment for the purposes of this policy only.

Contractual Services - services for which expenditure accounts are listed in the Contractual category (700 line-item accounts) in the Chart of Accounts adopted by the County Board.

Cooperative Purchasing - joint purchasing among various County departments for specific items such as janitorial supplies, paper supplies and office supplies. The County Administrator upon review of budget requests shall determine which items shall be purchased cooperatively among departments.

Cost - for the purpose of determining the method of purchasing, i.e., need for quotation of bids, etc., cost shall be deemed to be the amount budgeted and approved by the County Board, including such ancillary charges as shipping and installation. Specific items should be purchased at one time in quantities sufficient for at least one fiscal year unless the County Administrator approves an order split because of perishability or other such valid reasons. The total price of items of a generally similar nature, as may be determined by the County Administrator, (e.g., clothing items) shall be deemed to be cost for the purpose of determining the method of purchase.

County Administrator - pursuant to the County Board Ordinance, the appointed official (see McLean County Budget line-item 502.1231) who is given the responsibility for coordinating County purchasing and enforcing the Purchasing and Contracting Ordinance.

Department Head - all Elected and Appointed officials as listed in the McLean County Budget under line items 501.01 and 502.01; in addition the judicial officers of the Eleventh Judicial Circuit and the Regional Superintendent of Education. A Department Head shall submit in writing to the County Administrator the names of those persons in his or her department who are designated to act in his or her capacity for the purpose of purchasing. In those instances, the term "Department Head" shall refer to those designees.

Expenditure Account - expenditure categories as listed, numbered and defined in the Chart of Accounts adopted by the County Board.

Formal Bid - an offer to supply and furnish commodities/materials and/or capital equipment for a specified price. Required when the cost is \$10,000 or more ~~in excess of \$20,000 unless otherwise provided in Section 17.53.5.~~

Formal Quotation - an offer to supply and furnish commodities/materials and/or capital equipment for a specified price. Required when the cost is between \$2,500 and \$10,000 ~~\$20,000.~~

Informal Quotation - an offer to supply and furnish commodities/materials, and/or capital equipment for a specified price. Required when the cost is between \$1000 and \$2500.

Inter-governmental Purchasing - cooperative purchasing among County departments and other units of government for specific items, such as food for the County Nursing Home and the County Jail.

Person - an individual, firm, partnership, corporation, joint venture, or other entity.

Prime Contractor - any person who has entered into a public contract.

Professional Services - lawyers, certified public accountants, architects and engineers, management and personnel consultants and other unique professional services as determined by the Board. Pursuant to ~~Ill. Rev. Stat. Chap. 34, sec. 404b, para. 25.03b~~ ~~55 ILCS 5/5-1022~~, professional services are exempt from competitive bidding.

Public Contract - any contract for goods, services, or construction let with or without bid by any unit of State or local government.

Purchasing Guide - a guide for County Department Heads and for vendors containing general information on County purchasing procedures including but not limited to samples of the following: a Purchase Order form; a Request for Quotation form; a Public Notice requesting bids; a written specification form; a specification change form; instructions to vendors; and a bid tabulation and analysis sheet.

Subcontract - a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining goods or services of any kind under a prime contract.

Subcontractor - (1) Any person, other than the prime contractor, who offers to furnish or furnishes any goods or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, (2) includes any person who offers to furnish or furnishes goods or services to the prime contractor or a higher tier subcontractor.

Used Equipment - materials, supplies, and/or Capital Equipment purchased second-hand pursuant to Ill. Rev. Stat., Chap. 34, sec. 404b, para. 25-03b ~~55 ILCS 5/5-1022~~. The purchase of used equipment is exempt from competitive bidding.

Vendor - an individual, partnership or corporation who may supply to the County any commodities, contractual and/or professional services, and capital outlay items.

Article I **Purchasing**

17.53 METHODS OF PURCHASING

The following methods of purchasing shall be followed by all Department Heads in purchasing any commodities, contractual services and capital outlay items:

17.53-1 Purchases less than \$1,000. Purchase of commodities, contractual services, (excluding professional services) and capital outlay items with a cost of less than \$1,000 and itemized in the rationale of the department's current budget shall be made without request for quotation, competitive bid, or prior Board approval. The actual purchase of items costing over ~~\$100.00~~ ~~\$1,000.00~~ shall be made by an authorized Purchase Order ~~when required by the vendor~~, as per Section 17.57 herein.

17.53-2 Purchases of \$1,000 or more but less than \$2,500. Purchases with a cost of \$1,000 or more but less than \$2,500 and itemized in the rationale of the department's current budget shall be made by Informal Quotation. Request for Informal Quotation (Bid Specifications) shall be oral and taken by telephone. A minimum of three, informal quotations shall be requested.

17.53-3 Purchases of \$2,500 or more but less than \$10,000 not in excess of \$20,000. Purchases with a cost of \$2,500 or more but less than \$10,000 ~~not in excess of \$20,000~~ and itemized in the rationale of the department's current budget shall be made by Formal Quotation. Request for Formal Quotation does not require advertisement in a newspaper of general circulation. Request for Formal Quotation (Bid Specifications) shall be written and a minimum of three, written formal quotations shall be requested.

17.53-4 Purchases in excess of \$20,000 \$10,000 or more. Purchases with a cost ~~in excess of \$20,000~~ ~~\$10,000 or more~~ and itemized in the rationale of the department's current budget shall be made by Formal Bid. Pursuant to Illinois Revised Statutes, Chap. 34, Section 404(b) ~~55 ILCS 5/5-1022~~, Request for Bids (Bid Specifications) shall be advertised in a newspaper of general circulation and written bid specifications shall be prepared.

17.53-5 ~~Notwithstanding the provisions of Section 17.53-4, purchases may be made without advertising for bids in the case of purchases and contracts, when individual orders do not exceed \$25,000, for the use, purchase, delivery, movement, or installation of data processing equipment, software, or services and telecommunications and inter-connect equipment, software, and services.~~

17.54 QUOTATIONS PROCEDURES

Purchase of materials/commodities, contractual services (excluding professional services) and capital outlay items, as itemized in the rationale of the department's current budget, costing \$1,000 or more but ~~not in excess of \$20,000~~ ~~less than \$10,000~~ shall be made by quotation.

17.54-1 Quotation specifications shall be prepared by the Department Head in accordance with the Purchasing Guide prepared by the County Administrator.

(A) At least three quotations for each anticipated purchase shall be requested. The Department Head shall sign each request for quotation.

(B) Requests for formal quotations shall be mailed or delivered to a minimum of three vendors, who, in the opinion of the Department Head, are likely to provide the best price, quality, and service. It is understood that the lowest quotation may or may not be the most advantageous to the County.

(C) Formal quotations must be requested when the cost is \$2,500 or more but ~~not in excess of \$20,000~~ less than \$10,000.

(D) Informal quotations must be requested when the cost is between \$1,000 and \$2,500.

17.54-2 After approval of the quotation by the Department Head, the actual purchase shall be made by an authorized Purchase Order as per Section 17.56 herein.

17.54-3 At the discretion of the Department Head or County Administration, purchases which cost ~~an amount not in excess of \$20,000~~ less than \$10,000 may be made by formal, competitive bidding.

17.55 COMPETITIVE BIDDING PROCEDURES

Purchase of materials/commodities, contractual services, and capital outlay items costing ~~\$10,000 or more~~ ~~in excess of \$20,000~~ and itemized in the rationale of the department's current budget shall be by formal competitive bidding.

17.55-1 Written bid specifications. Department Heads shall prepare written bid specifications and other required documents prior to initiating procedures for the purchase of any commodity, contractual service or capital outlay item costing \$10,000 or more ~~in excess of \$20,000~~.

17.55-2 Bid documents. The Department Head and/or the County Administrator shall prepare and send out all competitive bidding documents which shall consist of the following four parts:

(A) Public Notice Advertisement requesting sealed bids;

(1) The County department and/or County Administrator shall prepare such notice and publish it in a newspaper of general circulation in McLean County at least once in 10 days prior to the scheduled date of bid opening.

(2) Said notice shall indicate the County office where specifications are available and the time and place of bid opening.

(B) Written Specifications;

(1) Such bid specifications shall be prepared by the County department in accordance with the Purchasing Guide prepared by the County Administrator.

(2) Bid Specifications shall be reviewed by the Department Head and/or County Administrator. The Department Head and/or County Administrator may refer the review of the specifications to the appropriate Board Oversight Committee.

(3) Specifications may be amended prior to the bid opening if so authorized by the Department Head and/or County Administrator provided all approved changes are transmitted in writing to any person, firm or corporation which has requested bidding documents. All other bidding documents shall be revised accordingly. Receipt of Addendum's /Amendments shall be acknowledged in writing by the bidder at time of bid opening.

(4) Specifications shall not be exclusionary to one vendor except where the appropriate Board Oversight Committee, or in the case of public health, tuberculosis, or developmental disabilities services, the Board of Health, Tuberculosis Care and Treatment Board or Mentally Deficient Persons Care and Treatment Board based upon the fund affected, upon recommendation of the Department Head, and/or County Administrator determines that the interest of the County can be best served by a particular specification.

(5) Any vendor submitting a bid with modifications and/or substitutions to the specifications must state the modifications and/or substitutions in writing.

(C) Instructions to vendors shall be prepared according to the Purchasing Guide; and

(D) Bid tabulation sheets shall be prepared according to the Purchasing Guide. All contracts & purchases under this Ordinance shall be in conformity with Chapter 34, para. 5-1022, Illinois Revised Statutes 55 ILCS 5/5-1022.

17.55-3 Reception of bids. Each sealed bid received by a department shall be stamped with the time and date received.

17.55-4 Opening of bids. Bids shall be opened and read aloud publicly. Such bids may be opened, tabulated and analyzed by any one of the following: the Department Head, the County Administrator, the County Auditor, the appropriate Board Oversight Committee, the McLean County Board of Health, McLean County Tuberculosis Care and Treatment Board, the McLean County Mentally Deficient Persons Care and Treatment Board or any combination thereof at the discretion of such Committee.

17.55-5 Bid tabulation and analysis shall be done by any one of the following: the Department Head, County Administrator and/or County Auditor. It shall be the responsibility of a Department Head to present and discuss with the appropriate Board Oversight Committee the bids received. These official(s) shall then recommend the awarding of a bid to the appropriate Board Oversight Committee. The appropriate Board Oversight Committee shall then reject the bid or recommend to the Board the awarding of the bid.

17.55-6 Right of the Board to reject or accept bids. The Board may accept or reject the recommended bid. If the recommended bid is not accepted, the Board may accept any other bid or may reject all bids. The right of the Board to waive any or all specifications and to reject any or all bids is reserved.

17.55-7 Awarding of bids. A bid shall be awarded by the Board to the vendor who meets all the specifications and whose bid, in the opinion of the Board, is the most advantageous to the County based on price, quality, service and other lawful considerations deemed important by the Board, taking into consideration that the lowest bid may or may not be necessarily the most advantageous to the County.

17.55-8 Purchase. The purchase, pursuant to the awarding of a bid, shall be made by an authorized Purchase Order as set forth in Section 17.56 herein.

17.56 APPROVAL PROCEDURE FOR BIDS AND QUOTATIONS

All formal bids and contracts shall be approved by the appropriate Board Oversight Committee and the County Board, or in the case of public health, tuberculosis and development disabilities services, the Board of Health, Tuberculosis Care and Treatment Board or Mentally Deficient Care and Treatment Board based upon the fund affected. When purchasing used equipment, appropriate Oversight Committee approval is required when the cost will be in excess of \$20,000 ~~\$10,000 or more~~.

17.57 PURCHASE ORDERS

The following steps shall be followed by all Department Heads in purchasing any materials/commodities and/or capital outlay items which cost ~~\$100.00~~ \$1,000.00 or more. Purchases of contractual and professional services do not require the use of a Purchase Order form.

17.57-1 All items to be purchased shall be listed with prices on a Purchase Order form, when required by the vendor, supplied by the County Auditor.

17.57-2 The Purchase Order shall be signed by the Department Head and the County Auditor prior to purchase.

17.57-3 Prior to sending out the approved Purchase Order, the Department Head shall transmit a signed copy to the County Auditor so that funds for the purchase may be encumbered against the appropriate departmental budget line item or items.

17.57-4 After a Purchase Order has been executed, specifications for the items to be purchased cannot be changed without approval from the appropriate Board Oversight Committee in all instances where committee authorization of the purchase was involved.

17.58 STATE OF ILLINOIS PURCHASING SYSTEM

If, in the opinion of the Department Head and/or County Administrator and with the approval of the appropriate Board Oversight Committee, it is advantageous to McLean County to purchase items through the State of Illinois Purchasing System, as provided in ~~Chapter 127 of the Illinois Revised Statutes~~ 30 ILCS 500, the Department Head then shall not be required to request quotations for items with a cost of \$1,000 or more or to request competitive bids for items with a cost of ~~more than \$10,000 in excess of \$20,000.~~

17.58-1 Department Heads may procure lists of items available through the State of Illinois Purchasing System from the County Administrator.

17.58-2 All items obtained through the State of Illinois Purchasing System must be purchased using the authorized Purchase Order form as set forth in Section 17.56 herein.

17.59 ADDITIONAL REGULATIONS AND PROCEDURES

17.59-1 Exemption from Purchasing Rules and Regulations. The appropriate Board Oversight Committee or in the case of public health, tuberculosis or developmental disabilities services, the Board of Health, Tuberculosis Care and Treatment Board or Mentally Deficient Care and Treatment Board based upon the fund affected may exempt the purchase of any specific item or service as well as items that are provided by a sole source, from compliance with this policy when such committee, by two-thirds vote of members present, believes that such exemption is in the best interest of the County. Any such exemption will be reported at the next regular Board meeting by the Committee Chairman.

17.59-2 Capital Equipment Trial Basis. Capital equipment cannot be taken on trial except where prior approval has been given by the appropriate Board Oversight Committee or by the Board.

17.59-3 Emergency Repairs. When a unique expenditure for emergency repairs or replacement must be made in order to insure the continued operation of a County function, and the appropriate Board Oversight Committee cannot be immediately contacted to approve such expenditure, the Department Head shall contact the County Administrator for interim approval.

17.59-4 Annual Notification of Current Vendors. The County Auditor annually shall notify all approved vendors of the County's purchasing policy. The notice will also state that failure to follow these procedures may result in loss of payment or disqualification from the list of approved vendors.

17.59-5 Items Purchased Through Inter-governmental Purchasing. County departments may participate in inter-governmental purchasing. In these instances, these departments may not follow strictly the procedures set forth in these policies. All departments utilizing this method shall file all purchasing documentation with the County Administrator and County Auditor. All items purchased through Inter-governmental Purchasing must conform to State law governing such purchasing.

17.60 RECYCLED PROCUREMENT POLICY

17.60-1 Responsibility. It is the responsibility of all County Departments to use, whenever practicable, recycled products and to seek means to maximize waste reduction, reuse of materials and recycling options in their day-to-day operations. It is the responsibility of the Solid Waste Coordinator to provide information and technical assistance to County Departments, local governments, schools, and other public and private organizations interested in purchasing recycled products. It is the responsibility of County Departments to promote and coordinate the procurement of recycled products with vendors.

17.60-2 Forms. The County will require a Manufacturer's Affidavit of Recycled Products where applicable. (The Ordinance refers to Attachment A and Section 17.71-9 which is the Manufacturer's Affidavit of Recycled Content - does a copy of that document need to be in the codified version of the code?)

17.60-3 Procedures. To implement this policy, the County will, to the extent practicable:

(A) Use recycled paper for all stationary, newsletters, copy paper, note pads, business cards, and computer paper. Recycled paper must meet EPA Guidelines for Paper and Paper Products containing Recovered Materials (See Attachment A Section 17.71-9 for definition of recovered materials and Attachment B Section 17.71-10 for guidelines). As a demonstration of commitment to recycling, when printing on recycled paper, users are encouraged to display a "printed on recycled paper" logo. (Again w/ reference to copies of forms as in 17.60-2.)

(B) Investigate the use of recycled products as they become available.

17.60-4 Additional Considerations. In addition to the aforementioned procedures, the County will, to the extent practicable, consider the following:

(A) **Minimum Content of Recycled Products** Even though materials and products will have varied recycled material content, based upon individual specifications, every attempt should be made to maximize the post-consumer content of the recycled product. As previously noted, recycled paper must meet EPA Guidelines. Additionally, EPA Guidelines and sources of recycled products are available in the office of the Solid Waste Coordinator.

(B) **Policy Limitations - Recycled Products** Even though quantities, sizes, colors, textures, styles, quality, and weights required for services are limited to manufacturer's minimums, availability, and recycled content per EPA guidelines as well as capabilities and warranties of in-house equipment, every attempt should be made to maximize the post-consumer content of the recycled product.

(C) **Non-Competitive Consideration** Where applicable, approved solicited bids and proposals for recycled products at a cost proposals for recycled products at a cost differential not to exceed ten percent (10%) above virgin (non-recycled) material costs, initially, with an ultimate goal of competitive bids, as long as such practice is consistent with other provisions of this Ordinance, as well as with State and Federal rules and regulations, contract agreements and grant programs.

(D) **Budgetary Considerations** Application of this policy is predicated upon funding availability in any given fiscal year. When budgetary allowances for non-competitive consideration have been eliminated or reduced, pursuant to Section 17.60-4 (c) County Departments will maintain budgetary responsibility as its first priority and award to the lowest responsible vendor for products covered by this policy.

(Entire section added 3-19-92)

17.61 EXCEPTIONS

The foregoing purchasing policy shall apply in each case except in those instances where federal or state statutes, policies and regulations govern.

17.62 REPEAL

All previous resolutions, policies or other actions of the McLean County Board which are in conflict with any of the provisions of the Resolution are hereby repealed.

17.63 - 17.70 RESERVED

Article II
Contracts

17.71 CONTRACTS, AGREEMENTS, LEASES

All contracts, agreements, leases and inter-governmental agreements for the County of McLean shall be let as herein provided.

17.71-1 Approval by the Board. All such contracts, agreements, leases and inter-governmental agreements, shall be approved by the County Board and shall be signed by the Chairman of the Board and attested by the County Clerk. No rights, interests or estates shall vest in any person unless or until such contracts are approved by the County Board, signed by the Chairman and attested by the Clerk.

17.71-2 Approval of intergovernmental agreements and commitments under grants. Without intending to limit the foregoing, inter-governmental agreements and commitments under State, Federal, or private grants shall be considered contracts which must be approved by or concurred in by the County Board, or, in the case of public health, tuberculosis or developmental disabilities services, the Board of Health, Tuberculosis Care and Treatment Board or Mentally Deficient Care and Treatment Board, based upon the fund affected, must approve the agreement or commitment.

17.71-3 Authority. No officer or employee of the County of McLean except as provided by law, has the authority to enter into any contract, lease or obligation, which would bind the County, unless said contract, lease or obligation is approved pursuant to the provisions of this contracting policy.

17.71-4 Purchase orders. Purchase Orders shall be approved in the manner as provided in other applicable County policies.

17.71-5 Review of contracts. All contracts shall be referred to the State's Attorney for review prior to their submission to the County Board except:

- (A) Contracts which are identical to those previously approved by the State's Attorney;
- (B) Contracts in an amount of \$2,500 or less which are in the Standard Contract Form set forth in Section 17.71-8 herein.

17.71-6 Provisions. All contracts, agreements, leases and bid specifications shall include the following provisions, except when such provisions are incompatible with the nature of the contract or when a variation in such provisions has been approved by the County Board after considering the recommendation of the State's Attorney:

- (A) A requirement for workmen's compensation insurance which provides full statutory coverage;
- (B) General liability insurance, including, where applicable, products and completed operations insurance, with a limit of liability of not less than \$1,000. The aggregate limit of liability shall not be less than the amount of the contract. Such general liability insurance must cover the contracting party's liability under the Illinois Structural Work Act.
- (C) Automobile liability insurance with a limit of liability of not less than \$500,000 per accident;
- (D) A provision which saves and holds the County and its officials and employees harmless from and against any and all claims, liability, losses, damage and injury, including death which results from the negligence of the contractor or any subcontractor or suppliers in the performance of the contract.
- (E) A requirement for certificates of insurance in a form acceptable to the County which evidence the existence and continuation of the above required insurance.
- (F) A provision that the contractor shall abide by the ~~Preference to Illinois Citizens of Public Works Project Act (Illinois Revised Statutes, Chapter 48, Sections 269-275) and the Wages of Employees of Public Works (Prevailing Wage Act) (Illinois Revised Statutes, Chapter 48, Section 39, s 1-12)~~ Public Works Preference Act, 30 ILCS 560 and the Prevailing Wage Act, 820 ILCS 130.

17.71-7 Conflicts of interest. No member of the County Board or any other County official shall have an interest in any contract let by the County Board either as a contractor or subcontractor pursuant to ~~Illinois Revised Statutes, Chapter 102, Section 3 et. seq., as amended 50 ILCS 105.~~

17.71-8 Performance of contracts. Upon approval of any contract by the County Board, a copy shall be filed with the County Auditor and the County Board Office. Contract performance shall be the responsibility of the pertinent Department Head or elected official. Any discrepancies, changes or failure to complete shall be reported immediately to the applicable committee of the County Board.

17.71-9 Applicability. The foregoing contracting policy resolution shall apply in each case except in those instances where the federal or state statutes, policies, and regulations are to the contrary.

17.71-10 Standard contract form.

CONTRACT

This Contract entered into this ___ day of _____ between the County of McLean, A body Corporate and Politic (First Party) and _____ (Second Party) pursuant to Second Party's successful bid/negotiation and for the pursuant to the following terms and conditions.

1. Second Party is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the First Party in so far as the manner and means of performing the services and obligations of this contract. However, First Party reserves the right to inspect Second Party's work and service during the performance of this contract to ensure that this contract is performed according to its terms. Second Party is obligated to furnish, at its own expense, all the necessary labor, tools, supplies, and materials.

2. Second Party shall save and hold First Party (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to chooses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, whether or not arising out of the partial or sole negligence of First Party, its officials, agents, or employees, and shall indemnify First Party for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the First Party, and/or its agents and employees, or paid for on behalf of First Party and/or its agents and employees, by insurance provided by First Party.

Second Party shall further hold harmless First Party (including its officials, agents and employees) from liability or claims for any injuries to or death of Second Party's or and Sub-contractor's employees, resulting from any cause whatsoever, whether or not arising out of the partial or sole negligence of First Party, its officials, agents, or employees, including protection against any claim of the Second Party or any Subcontractor for any payments under any worker's compensation insurance carried on behalf of said Second Party of Subcontractor, and shall indemnify the First Party for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by First Party.

Second Party shall further hold harmless First Party (including its officials, agents, and employees) from liability or claims for any injuries to or death of any person, arising out of or in any way connected with the performance of work or work to be performed under this Contract, resulting from any cause whatsoever whether or not arising out of the partial or sole negligence of First Party, its officials, agents or employees, ~~which liability or claim arises under or pursuant to the Illinois Structural Works Act (Illinois Revised Statutes, Chapter 48, Sections 60 through 69 inclusive),~~ and shall indemnify the First Party for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by its or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by First Party.

In the event the First Party's machinery or equipment is used by the Second Party or any Subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole

custody and control of the Second Party during the period of such use by the Second Party or any Subcontractor, and if any person or persons in the employment of the First Party should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Second Party.

If, but only if, this Contract is deemed to be a construction contract pursuant to Illinois Revised Statutes, Chapter 29, Section 61-63 740 ILCS 35, the obligation of the Second Party to save and/or hold harmless First Party or others shall not apply if and to the extent that the injury, loss, or loss of use arises out of the sole negligence of the person or entity to which said obligation applies to be held harmless.

3. The Second Party shall comply with all applicable laws, codes, Ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

4. The Second Party shall, during the entire term hereof, procure and maintain the following insurance if form acceptable to First Party:

(a) Comprehensive General Liability Insurance (Bodily Injury and Property Damage, including Broad Form Property Damage), including Owners, Landlords and Tenants; Manufacturer and Contractors; Owners and Contractors Protective; Products and Completed Operations; and Contractual Liability (which insures Second Party's obligations under this agreement); all with limits of no less than \$500,000 per occurrence or accident and \$1,000,000 aggregate.

(b) Automobile Liability Insurance covering all owned, leased, hired and non-owned automobiles with limits of no less than \$_____ per accident.

(c) Worker's Compensation Insurance in accordance with Illinois law.

(d) Employer's Liability Insurance with limits no less than \$_____ per occurrence.

(e) Other: (Specify)

Second Party will provide to the First Party upon request, a Certificate of Insurance, in a form acceptable to the First Party, evidencing the existence of such insurance.

5. Second Party shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

6. Parties agree that all purchase orders, bid specifications and diagrams attached hereto as exhibits _____ through _____ are incorporated herein by reference.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act as attached hereto as Exhibit _____ and incorporated herein by reference.

8. Second Party shall:

- a.
- b.
- c.
- d.

9. Second Party warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and Second Party shall promptly repair or replace any items which are defective in workmanship or material.

10. First Party agrees to pay Second Party the sum of \$_____ upon completion of work.

11. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

12. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

13. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or enforceable. (Unenforceable?)

14. This Contract may not be assigned or Subcontracted by Second Party to any other person or entity without the written consent of First Party.

15. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

16. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. First Party shall not be liable to Second Party for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by First Party in a writing approved by and signed by a person with lawful authority granted by First Party to execute such writing.

17. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

17.72 - 17.80 RESERVED

Adopted this 19th day of June, 1990.

Amended 3-19-92

Amended 10-21-03

INTERAGENCY AGREEMENT

Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the County of McLean on behalf of the McLean County Child Protection Network, hereinafter referred to as the "Implementing Agency," with its principal offices at 200 West Front Street, Suite 500 B, Bloomington, Illinois 61701, for implementation of the Services to Victims of Child Abuse Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Victims of Crime Act of 1984, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

WHEREAS, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

WHEREAS, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; and

WHEREAS, the Authority designated the County of McLean on behalf of the McLean County Child Protection Network to receive funds for the purpose of implementing a program to address one of the named areas.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the County of McLean on behalf of McLean County Child Protection Network as follows:

SECTION 1. DEFINITIONS

"Program": means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2003 through August 31, 2004.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the original starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

- a) In administering the program described in Exhibit A the Implementing Agency agrees that it:
- i) Is a nonprofit organization or public agency that provides services to victims of crime;
 - ii) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if

has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;

- iii) Utilizes volunteers;
 - iv) Promotes coordinated public and private efforts within the community served to aid crime victims;
 - v) Assists victims in seeking available crime victim compensation benefits;
 - vi) Maintains statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim;
 - vii) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
 - viii) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
 - ix) Maintains confidentiality of client-counselor information, as required by State and federal law.
- b) The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit

B.

SECTION 5. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$43,552 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 6. MATCH

The Implementing Agency certifies that it (a) meets the requirements of Section 4 of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

SECTION 7. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 8. NON-SUPPLANTATION

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant available state and local funds, but will be used to increase the amounts of funds that, in the absence of these Federal and matching funds, would be made available to the Implementing Agency for crime victim assistance services.

SECTION 9. REPORTING REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;

- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

The Implementing Agency is further required to submit quarterly fiscal reports and to file year-end program financial status reports, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 9 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois

Procurement Code.

The Implementing Agency should follow its established procurement process if it minimally adheres to standards established by the Illinois Procurement Code (30 ILCS 500), applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance.

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 13. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 14. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority within 30 days of completion.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 9 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

SECTION 16. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency shall assist the Authority and Office for Victims of Crime (OVC) in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall consult with the Illinois Historic Preservation Agency. The Implementing Agency shall amend the proposed renovation work to avoid any potential adverse impact to an historic structure, as determined as a result of the consultation. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the implementing agency receives written approval from the Authority and OVC.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OVC in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for being exempt from the NHPA.

SECTION 17. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 19 and 25 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and

Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).

- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or

in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 19 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority.

SECTION 19. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472);
- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 20. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 21. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 22. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates and execution by the Implementing Agency.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 23. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 24. EXHIBITS

The documents appended are made a part of this agreement, as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 25. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Victims of Crime Act of 1984; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 26. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 27. CERTIFICATION REGARDING LOBBYING

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 28. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 29. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of

paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 30. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 31. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office for Victims of Crime reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 32. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the

Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2003-VA-GX-0043, awarded by the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 33. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean on behalf of the McLean County Child Protection Network

Taxpayer Identification Number:

Employer Identification Number 36-6001569

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt/Hospital/Extended Care Facility |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Medical Corporation |
| <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Estate or Trust | |

SECTION 34. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Office for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2003-VA-GX-0043)
- Grant Award Year: Federal Fiscal Year 2003

SECTION 35. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 36. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 37. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 38. CERTIFICATION TO ALLOWABLE SERVICES, ACTIVITIES, AND COSTS

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. A small portion of a VOCA or match funded staff person's time may be used to give presentations to groups provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide public presentations to community groups and schools provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

SECTION 39. EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

SECTION 39.5 SPECIAL CONDITIONS

Implementing Agency certifies that it shall comply with the terms of the Office for Victims of Crime memo regarding CASA programs.

- The coordinator shall only provide supervising and training of volunteers providing services to children who are victims of crime.

SECTION 40. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority

Date

Michael Sweeney
Board Chairman
McLean County

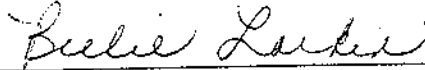
Date

Becky McNeil
Treasurer
McLean County

Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

County of McLean on behalf of the McLean County Child Protection Network
Services to Victims of Child Abuse
Agreement #203094



Billie Larkin
Executive Director
McLean County Child Protection Network

9-25-03
Date

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
Metro McLean County Centralized Communications Center Fund 0452
MetCom Department 0030**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Metro McLean County Centralized Communications Center Fund 0452; and,

WHEREAS, the unanticipated need for an additional Server and Workstation for the TriTech Computer Assisted Dispatch system requires a hardware expense of \$62,499.00 and an expense of \$12,941.00 for a necessary TriTech maintenance contract; and,

WHEREAS, the MetCom Operations Board at its regular meeting of September 12, 2003 voted to recommend approval of a request to appropriate \$75,440.00 from MetCom's unappropriated fund balance to acquire a Server, Workstation and TriTech maintenance contract;

WHEREAS, the Justice Committee, at its regular meeting on October 6, 2003, recommended to the County Board approval of the request received from MetCom to amend the fiscal year 2003 adopted budget for MetCom to add sufficient funds for the above-described purchases to the Computer Equipment Purchase line-item accounts by appropriating the same amounts from the unappropriated fund balance of Fund 0452; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the MetCom Fund 0452 in the amount of \$75,440.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MMCCC			
Unappropriated Fund Balance			
0452-0030-0090-0400.0000	\$ 0	\$ 75,440.00	\$ 75,440.00

2. That the County Auditor is directed to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriation in the Metro McLean County Centralized Communications Fund 0452, MetCom Department 0030:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MMCCC			
Computer Equipment Purchase			
0452-0030-0090-0833.0002	\$ 0	\$ 62,499.00	\$ 62,499.00

(2)

MCCC			
Software Maintenance Contract	\$ 0	\$ 12,941.00	\$ 12,941.00
0452-0030-0090-750.0005			
TOTAL:		\$ 75,440.00	\$ 75,440.00

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, Director of MetCom and the County Administrator.

ADOPTED by the McLean County Board this 21st day of October 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

E:/John/cobd/Ea_MetCom.1003

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, ESDA Department 0047**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, ESDA Department 0047; and,

WHEREAS, the ESDA Department was awarded a grant in the amount of \$22,800.00 from the Illinois Emergency Management Agency (the "IEMA") for Local Emergency Operations Planning; and,

WHEREAS, the grant received from IEMA is to be used to purchase computer software and fund departmental overtime related to emergency planning; and,

WHEREAS, the Justice Committee, on Monday, October 6, 2003, approved and recommended acceptance of the grant to the County Board and recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of the grant funds received from IEMA; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following revenue:

	<u>ADOPTED</u>	<u>GRANT AMOUNT</u>	<u>AMENDED BUDGET</u>
ESDA Grant			
0001-0047-0052-0407.0035	\$ 41,300.00	\$ 22,800.00	\$ 64,100.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following appropriation:

Overtime Pay			
0001-0047-0052-0526.0001	\$ 2,000.00	\$ 16,700.00	\$ 18,700.00

(2)

Office Supplies				
0001-0047-0052-0601.0001	\$	700.00	\$ 1,100.00	\$ 1,800.00
Copy/Microfilm				
0001-0047-0052-0621.0001	\$	500.00	\$ 2,500.00	\$ 3,000.00
Software				
0001-0047-0052-0833.0004	\$	00.00	<u>\$ 2,500.00</u>	\$ 2,500.00
TOTAL			\$22,800.00	

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the ESDA Department.

ADOPTED by the County Board of McLean County this 21st day of October, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

e:john/cobd/iemaleopgrnt.octo3

McLEAN COUNTY

Fiscal Year 2004 Recommended Budget

Fund:		General 0001	Department: County Administrator 0002		Pages: 8 -- 9	
CATEGORY		FY 2002 BUDGET	FY 2003 BUDGET	RECOMMENDED FY 2004 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2003
Revenue		\$ -	\$ -	\$ -	\$ -	N/A
Salaries		\$ 258,113	\$ 262,623	\$ 273,708	\$ 11,085	4.22%
Fringe Benefits		\$ 9,200	\$ 10,200	\$ 10,640	\$ 440	4.31%
Materials & Supplies		\$ 33,450	\$ 33,400	\$ 33,400	\$ -	0.00%
Contractual		\$ 70,300	\$ 82,735	\$ 95,540	\$ 12,805	15.48%
Capital Outlay		\$ 4,800	\$ 2,800	\$ 1,890	\$ (910)	-32.50%
Other		\$ -	\$ -	\$ -	\$ -	
TOTAL:		\$ 375,863	\$ 391,758	\$ 415,178	\$ 23,420	5.98%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2004 Recommended Budget

Fund: General 0001 Department: County Administrator's Office 0002

Highlights of the Recommended Budget

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2004 Recommended Budget.

Materials and Supplies:

All Materials and Supplies line item accounts in the FY'2004 Recommended Budget have been budgeted at the same level or less as in the FY'2003 Adopted Budget.

Contractual Services:

All Contractual line item accounts in the FY'2004 Recommended Budget have been budgeted at the same level or less as in the FY'2003 Adopted Budget with the following exceptions:

750.0001 Equipment Maintenance Contract: This line item account has decreased from \$2,000 in the FY'2003 Adopted Budget to \$1,500 in the FY'2004 Recommended Budget. This decrease is based on a review of last year's actual expenses and the year to date expenses, as of the date the Recommended Budget was prepared.

769.0001 Interest Expense: This is a new line item account, which has been added in the FY'2004 Recommended Budget. GASB 34 requires that the interest expense on lease-purchase agreements be reported as a separate line item in the annual operating budget. Please note that the Lease/Purchase Office Equipment line-item account has been reduced to

(2)

reflect only the principal amount of the payment.

784.0001 Auditing/Accounting Services: This line item account has increased from \$65,135 in the FY'2003 Adopted Budget to \$78,750 in the FY'2004 Recommended Budget. This is based on the three-year contract approved by the County Board for outside auditing services with Clifton Gunderson. The FY'2003 audit fee includes the following professional services: General Audit for all County funds - \$58,250.00; AOIC Audit for the Circuit Clerk's Office - \$5,400.00; and consulting services for the implementation of the GASB 34 standard - \$15,100.00.

Capital Outlay:

832.0002 Lease/Purchase Office Equipment: This line item account includes funding for the lease/purchase cost for the photocopier in the County Board/County Administrator Office.

McLEAN COUNTY

Fiscal Year 2004 Recommended Budget

Fund:		General 0001	Department: Information Services 0043		Pages: 129 -- 133	
CATEGORY		FY 2002 BUDGET	FY 2003 BUDGET	RECOMMENDED FY 2004 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2003
Revenue		\$ 73,369	\$ 70,329	\$ 103,141	\$ 32,812	46.66%
Salaries		\$ 661,542	\$ 673,603	\$ 732,559	\$ 58,956	8.75%
Fringe Benefits		\$ 32,200	\$ 33,150	\$ 39,200	\$ 6,050	18.25%
Materials & Supplies		\$ 61,635	\$ 62,625	\$ 38,850	\$ (23,775)	-37.96%
Contractual		\$ 677,180	\$ 916,980	\$ 817,400	\$ (99,580)	-10.86%
Capital Outlay		\$ 350,000	\$ 253,500	\$ 343,000	\$ 89,500	35.31%
Other		\$ -	\$ -	\$ -	\$ -	
TOTAL:		\$ 1,782,557	\$ 1,939,858	\$ 1,971,009	\$ 31,151	1.61%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2004 Recommended Budget

Fund: General 0001
Department: Information Services 0043

Highlights of the Recommended Budget:

REVENUE

410.0086 Reimbursement/Computer Services: This revenue line item account has increased from \$34,300 in the FY'2003 Adopted Budget to \$45,000 in the FY'2004 Recommended Budget. The revenue in this line item account is generated by direct billing on an hourly basis for services provided to County offices and departments outside of the General Fund, for example, Health Department, Nursing Home, MetCom, and Tazewell County for IJIS related support services.

450.0011 Transfer from Other Funds: This revenue line item account has increased from \$36,029 in the FY'2002 Adopted Budget to \$58,141 in the FY'2004 Recommended Budget. The revenue generated by Information Services is transferred from Special Revenue Funds outside of the General Fund, for example, Circuit Clerk's Court Automation Fund.

EXPENDITURES

Personnel:

There is no change in the FTE Staffing level in the FY'2004 Recommended Budget.

In the FY'2003 Adopted Budget, the following FTE position was deleted:

1.00 FTE Computer Operator I

(2)

In place of the Computer Operator I, the following position was added:

0.50 FTE Data Security Specialist

In the FY'2004 Recommended Budget, the Data Security Specialist position is budgeted for the full year.

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted at the same level or less as in the FY'2003 Adopted Budget.

Contractual Services:

All of the Contractual line item accounts have been budgeted at the same level or less as in the FY'2003 Adopted Budget:

706.0001 Contract Services: This line item account has decreased from \$645,000 in the FY'2003 Adopted Budget to \$630,000 in the FY'2004 Recommended Budget. This increase is based on the following Contractual and Intergovernmental Agreements: IJIS Work on Civil, Probation, and Juvenile; and annual maintenance expense for Geographic Information System (GIS).

750.0005 Software Maintenance Contracts: This line item account has increased from \$72,000 in the FY'2003 Adopted Budget to \$75,000 in the FY'2004 Recommended Budget. This increase is based on the following: New World Financial Systems - \$25,000; ORACLE software - \$37,163; Cirone PamsPro software - \$7,950.

795.0003 Telephone Service: This line item account has increased from \$40,000 in the FY'2003 Adopted Budget to \$55,000 in the FY'2004 Recommended Budget. This increase is based on the following: Move of phone lines to Government Center - \$7,200; Nextel wireless service - \$4,000; general phone service - \$40,000.

795.0005 Data Communication: This line item account has increased from \$6,000 in the FY'2003 Adopted Budget to \$9,000 in the FY'2004 Recommended Budget. This increase is for the data communication lines between the various County facilities.

(3)

Capital Outlay:

833.0002 Purchase Computer Equipment: This line item account includes funding for the following capital equipment purchases: 100 Computer Workstations - \$106,500; Printers for Coroner's Office, Jury Commission, Facilities Management, Sheriff's Booking Area, and County Administration - \$28,300; Laptop Computers with wireless - \$32,000; Networking Equipment for Government Center - \$20,000; Miscellaneous Equipment - \$7,200.

833.0003 Lease/Purchase Computer: This line item account includes funding for the annual lease/purchase payment for the lease/purchase payment due for PC workstations.

833.0004 Purchase of Computer Software: This line item account includes funding for the following computer software purchases: Network Security Software - \$3,600; ArcView - \$9,400; New Property Tax Administration System - \$78,000; Office XP - \$35,000.